

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-C9		PAGE OF PAGES 1 103			
2. CONTRACT NUMBER		3. SOLICITATION NUMBER NNK16567219R		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED		6. REQUISITION/PURCHASE NUMBER	
7. ISSUED BY NASA/John F. Kennedy Space Center Office of Procurement MAIL CODE OP KENNEDY SPACE CENTER FL 32899		CODE KSC		8. ADDRESS OFFER TO (If other than Item 7)					
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".									

SOLICITATION									
9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in _____ until _____ (Hour) local time _____ (Date)									
CAUTION: LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.									
10. FOR INFORMATION CALL:		A. NAME Donald R. Wood			B. TELEPHONE (NO COLLECT CALLS) AREA CODE 321 NUMBER 867-6235 EXT.			C. E-MAIL ADDRESS donald.wood@nasa.gov	

11. TABLE OF CONTENTS									
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)		
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES					
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM	1-2	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	25-48		
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	6-10	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.					
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT	11	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	49		
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING	12	PART IV - REPRESENTATIONS AND INSTRUCTIONS					
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	13	<input checked="" type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	50-66		
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	14	<input checked="" type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	67-98		
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA	15-17	<input checked="" type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	99-103		
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	18-24						

OFFER (Must be fully completed by offeror)									
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.									
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.									
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232.8)		10 CALENDAR DAYS (%)		20 CALENDAR DAYS (%)		30 CALENDAR DAYS (%)		CALENDAR DAYS (%)	
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)			
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.		15C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE			18. OFFER DATE		

AWARD (To be completed by government)									
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION					
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM			
24. ADMINISTERED BY (If other than Item 7)		CODE		25. PAYMENT WILL BE MADE BY		CODE			
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)				28. AWARD DATE	

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	NNK16567219R	2	103

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	NNK16567219R	2	103

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	NNK16567219R	2	103

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
001	SMASS III Base Period 10/01/2016 - 09/30/2018				
002	SMASS III Option Year 1 10/01/2018 - 09/30/2019				
003	SMASS III Option Year 2 10/01/2019 - 09/30/2020				
004	SMASS III Option Year 3 10/01/2020 - 09/30/2021				

Table of Contents

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS	6
B.1 1852.216-74 Estimated Cost and Fixed Fee. (DEC 1991)	6
B.2 Supplies and/or Services to be Provided	6
B.3 Contract Value	6
B.4 Level of Effort/Flex Hour Option	6
B.5 1852.232-81 Contract Funding. (JUN 1990)	8
B.6 Special Cost Requirements	9
SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK	11
C.1 Scope of Work	11
C.2 Data Requirements List.....	11
SECTION D – PACKAGING AND MARKING	12
D.1 Clauses Incorporated by Reference.....	12
SECTION E - INSPECTION AND ACCEPTANCE	13
E.1 Clauses Incorporated by Reference.....	13
E.2 52.246-11 Higher-Level Contract Quality Requirement. (DEC 2014)	13
SECTION F - DELIVERIES AND PERFORMANCE	14
F.1 Clauses Incorporated by Reference.....	14
F.2 Period of Performance	14
F.3 Place of Performance- Services	14
SECTION G - CONTRACT ADMINISTRATION DATA.....	15
G.1 Clauses Incorporated by Reference.....	15
G.2 1852.216-75 Payment of Fixed Fee. (DEC 1988).....	15
G.3 1852.245-71 Installation-accountable Government property. (JAN 2011).....	15
SECTION H - SPECIAL CONTRACT REQUIREMENTS	18
H.1 Clauses Incorporated by Reference.....	18
H.2 1852.209-71 Limitation of Future Contracting. (DEC 1988)	18
H.3 1852.225-70 Export Licenses. (FEB 2000).....	19
H.4 1852.235-71 Key Personnel and Facilities. (MAR 1989)	20
H.5 KSC 1852.223-74 Drug and Alcohol Free Workplace (MAR 1996) (DEVIATION)	20
H.6 KSC 52.223-121 Reporting of Incidents Involving Workplace Violence (JUL 2008)	22
H.7 Organizational Conflicts of Interest Mitigation Plan	23
SECTION I - CONTRACT CLAUSES	25
I.1 52.252-2 Clauses Incorporated by Reference. (FEB 1998).....	25
I.2 52.203-14 Display of Hotline Poster(s). (DEC 2007)	27
I.3 52.204-1 Approval of Contract. (DEC 1989).....	28
I.4 52.209-9 Updates of Publicly Available Information Regarding Responsibility	28

I.5	52.216-7 Allowable Cost and Payment. (JUN 2013)	29
I.6	52.217-8 Option to Extend Services. (NOV 1999)	36
I.7	52.217-9 Option to Extend the Term of the Contract. (MAR 2000)	37
I.8	52.219-28 Post-Award Small Business Program Rerepresentation. (JUL 2013)	37
I.9	52.222-2 Payment for Overtime Premiums. (JUL 1990)	38
I.10	52.222-36 Equal Opportunity for Workers with Disabilities. (JUL 2014)	39
I.11	52.244-2 Subcontracts. (OCT 2010)	40
I.12	1852.204-75 Security Classification Requirements. (SEP 1989)	42
I.13	1852.215-84 Ombudsman. (NOV 2011)	42
I.14	KSC 1852.216-87 Submission of Vouchers for Payment (JUL 2014)	43
I.15	KSC 52.242-90 Controls Applicable to Contractor's Activities (SEPT 2012)	44
I.16	KSC 52.242-93 Contractor Workforce Report- Onside Contractors and Subcontractors (OCT 2006)	45
I.17	KSC 52.242-93 *A1 Contractor Workforce Report (OCT 2006) - Alternate I (JUL 2011)	45
I.18	KSC 52.245-90 Management of NASA-Owned/Contractor-Held Records (FEB 2012)	46
I.19	KSC 52.245-97 Records Management (FEB 2012)	46
I.20	1852.225-71 Restriction on Funding Activity with China (FEB 2012)	47
SECTION J - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS		49
J.1	List of Attachments	49
SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS.		50
.....		50
K.1	Clauses Incorporated by Reference	50
K.2	52.204-8 Annual Representations and Certifications. (DEC 2014)	50
K.3	52.209-5 Certification Regarding Responsibility Matters. (APR 2010)	54
K.4	52.209-7 Information Regarding Responsibility Matters. (JUL 2013)	56
K.5	52.219-1 Small Business Program Representations. (OCT 2014) - Alternate I (SEP 2015)	58
K.6	52.222-22 Previous Contracts and Compliance Reports. (FEB 1999)	62
K.7	52.222-25 Affirmative Action Compliance. (APR 1984)	63
K.8	52.227-15 Representation of Limited Rights Data and Restricted Computer Software. (DEC 2007)	63
K.9	1852.225-72 Restriction on Funding Activity with China- Representation (FEB 2012)	64
K.10	1852.209-75 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law (DEVIATION FEB 2012)	64
K.11	1852-209.74 Certification by Offerors Regarding Federal Income Tax Filing and Federal Income Tax Violations. (DEVIATION FEB 2012)	65
K.12	1852.209-73 Representation by Offers that they are not the Association of Community Organizations for Reform Now (ACORN) or a Subsidiary of ACORN (DEVIATION FEB 2012)	66
SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS		67
L.1	Provisions Incorporated by Reference	67

L.2	FAR 52.211-14 Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use. (APR 2008)	67
L.3	FAR 52.215-1 Instructions to Offerors - Competitive Acquisition. (JAN 2004).....	67
L.4	FAR 52.216-1 Type of Contract. (APR 1984).....	72
L.5	FAR 52.222-46 Evaluation of Compensation for Professional Employees.	72
L.6	FAR 52.233-2 Service of Protest. (SEP 2006).....	73
L.7	FAR 52.252-1 Solicitation Provisions Incorporated by Reference. (FEB 1998)	74
L.8	NFS 1852.233-70 Protests to NASA. (JUL 2015)	74
L.9	Communications Regarding this Solicitation.....	74
L.10	Availability of Reference Information	75
L.11	Contract Phase-in.....	75
L.12	NFS 1852.215-81 Proposal Page Limitation (FEB 1998)	76
L.13	Delivery Instructions for Bids/Proposals	78
L.14	Summary of Exceptions	78
L.15	Organizational Conflicts of Interest Mitigation Plan	79
L.16	Specific Proposal Preparation Instructions	82
L.17	List of Attachments Section L	98
SECTION M. EVALUATION FACTORS FOR AWARD		99
M.1	Evaluation and Source Selection – General	99
M.2	FAR 52.217-5 Evaluation of Options (JUL 1990)	99
M.3	Factor 1: Mission Suitability.....	100
M.4	Factor 2: Past Performance	102
M.5	Factor 3: Cost.....	103

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**B.1 1852.216-74 Estimated Cost and Fixed Fee. (DEC 1991)**

The estimated cost of this contract is \$ To Be Proposed (TBP) exclusive of the fixed fee of \$ TBP. The total estimated cost and fixed fee is \$ TBP.

(End of clause)

B.2 Supplies and/or Services to be Provided

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to perform the items in Table B.2, Level of Effort Hours, in accordance with Attachment J-01, Performance Work Statement for Safety and Mission Assurance Support Services III (SMASS III) contract.

Table B.2, Level of Effort Hours

Description	Base Period*	Option Year 1	Option Year 2	Option Year 3	Total
	10/01/16-09/30/18	10/01/18-09/30/19	10/01/19-09/30/20	10/01/20-09/30/21	
Level of Effort Hours	235,500	80,240	80,580	110,448	506,768
Exercised Flex Hours	0	0	0	0	0
Total Level of Effort Hours	235,500	80,240	80,580	110,448	506,768

*The Base period encompasses 24 months, consisting of FY17 and FY18.

B.3 Contract Value

The estimated cost and fixed fee for this contract are summarized in Table B.3, Contract Value.

Table B.3, Contract Value

Description	Period of Performance	Estimated Cost					
		Level of Effort	Travel*	Other Direct*	Estimated Cost	Fixed Fee	CPFF
Base Period	10/01/16-09/30/18	\$TBP	\$420,000.00	\$40,000.00	\$ TBP	\$TBP	\$TBP
Option Year 1	10/01/18-09/30/19	\$TBP	\$180,000.00	\$20,000.00	\$ TBP	\$TBP	\$TBP
Option Year 2	10/01/19-09/30/20	\$TBP	\$180,000.00	\$20,000.00	\$ TBP	\$TBP	\$TBP
Option Year 3	10/01/20-09/30/21	\$TBP	\$230,000.00	\$20,000.00	\$ TBP	\$TBP	\$TBP

*Non Fee Bearing. These estimates are Government provided "non-proposed cost" and actual cost for these estimates will be reimbursed in accordance with FAR 52.216-7, Allowable Cost and Payment.

B.4 Level of Effort/Flex Hour Option

- (a) The contractor is obligated to provide the Total Level of Effort Hours specified in Table B.2, above. If the contractor provides less than 95 percent of the level of effort specified for the base period or any optional period specified in Table B.2, the Government shall be entitled to an equitable downward adjustment of the fixed fee for that period. The Government may require the contractor to provide additional effort up to 105 percent of the level of effort for any of the Base and Option Year periods. However, this additional effort shall not result in any increase in fixed fee unless hours are added to the Total Level of Effort Hours in

accordance with subparagraph (c) of this Clause. The contractor is not authorized to exceed 105 percent of the level-of-effort hours specified for Base Period and each Option Year in Table B.2.

- (b) Labor hours are those productive hours expended by contractor personnel performing work under this contract that are charged as direct labor under the contractor's established accounting policy and procedures. The term does not include sick leave, vacation leave, or any type of administrative leave but does include direct labor hours provided under subcontracts.
- (c) For the Base Period and each Option Year, the Government may exercise multiple flex hour options in any quantity, not to exceed the hours set forth in Table B.4.1. Table B.4.2 will be amended to reflect the flex hours exercised and the associated estimated cost and fixed fee.
- (d) In the event the Contracting Officer exercises optional flex hours pursuant to this subparagraph, Table B.2, Level of Effort Hours, will be amended to reflect the new level-of-effort hours, and Table B.3, Contract Value, will be amended utilizing the values set forth in Table B.4.1 on a pro-rata, fee-per-hour and cost-per-hour basis to increase level of effort and fixed fee costs. The pro-rata cost/fee per-hour will be determined by dividing the total estimated cost/fee of the flex option, Table B.4.1, by the total available flex hours. This pro-rata amount shall be multiplied by the number of flex hours exercised to determine the increase to the estimated cost and fixed fee in Table B.3. The provisions in subparagraph (a) of this clause regarding the 95 percent and 105 percent of the level of effort hours shall be applicable to the amended level of effort hours in Table B.2.

Table B.4.1, Flex Hours and Value

Flex Hour Pricing				
	Base Period	Option Year 1	Option Year 2	Option Year 3
Available Flex Hours	45,000	70,000	70,000	40,000
Cost	\$TBP	\$TBP	\$TBP	\$TBP
Fixed Fee	\$TBP	\$TBP	\$TBP	\$TBP
CPFF	\$TBP	\$TBP	\$TBP	\$TBP

Table B.4.2, Available/Exercised Flex Hours

Available Flex Hours		Flex Exercised			
Contract Period	Available Flex Hours	Mod	Flex Hours	Estimated Cost	Fixed Fee
Base Period	45,000				
Option Year 1	70,000				
Option Year 2	70,000				
Option Year 3	40,000				

(End of clause)

B.5 1852.232-81 Contract Funding. (JUN 1990)

For purposes of payment of cost, exclusive of fee, in accordance with Section I Clause, FAR 52.232-22, Limitation of Funds, the total amount allotted by the Government to this contract and period through which these amounts are estimated to be adequate are specified in the tables below.

Table B.5 Contract Funding

As of Mod No.	Contract Value	Allotted Cost	Allotted Fixed Fee	Total	Adequate Through
Base	\$	\$	\$	\$	
Cumulative Total					

(End of clause)

B.6 Special Cost Requirements

The Contractor will be reimbursed for all allowable, allocable, and reasonable expenditures incurred in the performance of work under Section B.2, Supplies and/or Services to be Provided, of this contract subject to the following limitations:

(a) PROVISIONAL INDIRECT BILLING RATE

- (1) Provisional billing rates for indirect costs shall be set at the discretion of the Contracting Officer based upon proposals from the Contractor and following review by Government auditors. These provisional billing rates shall be specified in writing and may be revised either retroactively or prospectively by the Contracting Officer. Ninety (90) days prior to each Government contract year, the Contractor shall submit a proposal for the coming year's provisional billing rates. If during the course of any particular year should a significant disparity arise between the approved provisional billing rates and the actual rates, the Contractor shall submit a proposal requesting consideration for revision of the provisional rates. After expiration of each Government fiscal year, the Contractor shall adjust its billings to the actual rates.
- (2) Notwithstanding paragraph (a)(1) above and the terms of Section I, Clause I.5, FAR 52.216-7, Allowable Cost and Payment, the provisional indirect rates will be examined at the conclusion of each contract year and, if necessary and warranted in the judgment of the Contracting Officer, may be adjusted upward or downward for future years.

Table B.6-1 Provisional Billing Rates

Contractor Fiscal Year (FY)	Fringe Rate	Overhead Rate	G&A Rate	Government Contract Year (CY)	Fringe Rate	Overhead Rate	G&A Rate
2017	% *	% *	% *	1	% *	% *	% *
2018	% *	% *	% *	2	% *	% *	% *
2019	% *	% *	% *	3	% *	% *	% *
2020	% *	% *	% *	4	% *	% *	% *
2021	% *	% *	% *	5	% *	% *	% *

*To be completed by offeror as part of the Model Contract (one table for Prime and one table for each Cost Reimbursement Subcontract)

The basis of application for the provisional indirect rates specified in paragraph (a) above (Fringe, General & Administrative (G&A), and Overhead)

Fringe Rate	_____ *

G&A Rate	_____ *

Overhead Rate	*

*To be completed by offeror as part of the Model Contract (one table for Prime and one table for each Cost Reimbursement Subcontract)

(b) FRINGE BENEFITS

The Contractor shall inform the Contracting Officer of all proposed changes in fringe benefits which may result in an increased cost to the contract as soon as practicable, but in any event, prior to such changes being implemented. In accordance with FAR 31.205-6(m), fringe benefits are allowable to the extent they are reasonable and are required by law, employer-employee agreement, or an established policy of the contractor and subject to any specific limitations set forth in this contract. Fringe benefits include, but are not limited to, the cost of vacations, sick leave, holidays, military leave, employee insurance, and supplemental unemployment benefit plans.

(c) CONTRACT EXPIRATION AND SEVERANCE PAY

Severance pay shall be allowable as provided by FAR 31.205-6(g). However, termination of employment related to contract expiration shall not be considered to be an involuntary termination or abnormal or mass severance as used in FAR 31.205-6(g). Any payment in addition to regular salaries and wages that is made as a result of or in connection with the expiration of: any basic, option, or extended period of contract performance shall be an unallowable cost. Any termination effective within 60 days of contract expiration shall be presumed to be a result of or in connection with such expiration.

(d) COSTS NOT SUBJECT TO FEE

The Contractor shall not apply fee to travel, training, or Other Direct Costs (ODCs).

(End of Clause)

[END OF SECTION]

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**C.1 Scope of Work**

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to perform those functions set forth in Attachment J-01, Performance Work Statement for Safety and Mission Assurance Support Services III (SMASS III) contract.

(End of text)

C.2 Data Requirements List

- (a) The Contractor shall furnish all data identified and described in Section J, Attachment J-02, Data Requirements List/Data Requirements Description, and all costs associated therewith are included in the estimated cost of the contract.
- (b) The Government reserves the right to delay the date of delivery of any or all Data Requirements Descriptions (DRDs) specified in the Data Requirements List (DRL) and such right may be exercised at no increase in the estimated cost. The Government also reserves the right to terminate the requirement for any or all DRDs specified in the DRL. In the event the Government exercises this latter right, the estimated cost shall be decreased in accordance with the Changes Clause.
- (c) To the extent that data required to be delivered under a DRD is also required to be delivered under another clause of the contract, the requirements established by both the DRD and such other contract clause shall apply. In the event of a conflict between the data requirements of the DRD and another contract clause, the contract clause shall take precedence.
- (d) Nothing contained in this DRL clause shall relieve the Contractor from delivering data that is not identified and described in the DRL/DRD but, required under another clause of the contract.

(End of Clause)

[END OF SECTION]

SECTION D – PACKAGING AND MARKING**D.1 Clauses Incorporated by Reference**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

NASA FEDERAL ACQUISITION REGULATION SUPPLEMENT (48 CFR Chapter 18) CLAUSES:		
Clause Number	Title	Date
1852.211-70	Packaging, Handling, and Transportation.	(SEP 2005)

(End of clause)

[END OF SECTION]

SECTION E - INSPECTION AND ACCEPTANCE**E.1 Clauses Incorporated by Reference**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

(End of clause)

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)		
Clause Number	Title	Date
52.246-5	Inspection of Services- Cost-Reimbursement.	(APR 1984)

E.2 52.246-11 Higher-Level Contract Quality Requirement. (DEC 2014)

(a) The Contractor shall comply with the higher-level quality standard(s) listed below.

ISO 9001- Quality Management Systems - Requirements

(b) The Contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts, in-

(1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or

(2) When the technical requirements of a subcontract require-

(i) Control of such things as design, work operations, in-process control, testing, and inspection; or

(i) Attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.

(End of clause)

[END OF SECTION]

SECTION F - DELIVERIES AND PERFORMANCE**F.1 Clauses Incorporated by Reference**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

(End of clause)

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)		
Clause Number	Title	Date
52.242-15	Stop-Work Order. - Alternate I	(APR 1984)

F.2 Period of Performance

The period of performance of this contract is as follows:

Base Period: October 1, 2016 – September 30, 2018
Option 1: October 1, 2018 – September 30, 2019
Option 2: October 1, 2019 – September 30, 2020
Option 3: October 1, 2020 – September 30, 2021

(End of clause)

F.3 Place of Performance- Services

The services to be performed under this contract shall be performed at the following location(s):

NASA John F. Kennedy Space Center, Florida
Additional Locations as described in Section J, Attachment J-01, Performance Work Statement.

(End of clause)

[END OF SECTION]

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 Clauses Incorporated by Reference**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

(End of clause)

NASA FEDERAL ACQUISITION REGULATION SUPPLEMENT (48 CFR Chapter 18) CLAUSES:		
Clause Number	Title	Date
1852.242-71	Travel Outside of the United States.	(DEC 1988)
1852.242-73	NASA Contractor Financial Management Reporting.	(NOV 2004)

G.2 1852.216-75 Payment of Fixed Fee. (DEC 1988)

The fixed fee shall be paid in monthly installments based upon the percentage of LOE hours expended during the period as determined by the Contracting Officer.

(End of clause)

G.3 1852.245-71 Installation-accountable Government property. (JAN 2011)

- (a) The Government property described in paragraph (c) of this clause may be made available to the Contractor on a no-charge basis for use in performance of this contract. This property shall be utilized only within the physical confines of the NASA installation that provided the property unless authorized by the Contracting Officer under (b)(1)(iv). Under this clause, the Government retains accountability for, and title to, the property, and the Contractor shall comply with the following:

NASA Procedural Requirements (NPR) 4100.1, NASA Materials Inventory Management Manual;

NASA Procedural Requirements (NPR) 4200.1, NASA Equipment Management Procedural Requirements;

NASA Procedural Requirements (NPR) 4300.1, NASA Personal Property Disposal Procedural Requirements;

Property not recorded in NASA property systems must be managed in accordance with the

requirements of the clause at FAR 52.245-1, as incorporated in this contract. The Contractor shall establish and adhere to a system of written procedures to assure continued, effective management control and compliance with these user responsibilities. In accordance with FAR 52.245-1(h)(1) the contractor shall be liable for property lost, damaged, destroyed or stolen by the contractor or their employees when determined responsible by a NASA Property Survey Board, in accordance with the NASA guidance in this clause.

(b)(1) The official accountable recordkeeping, financial control, and reporting of the property subject to this clause shall be retained by the Government and accomplished within NASA management information systems prescribed by the installation Supply and Equipment Management Officer (SEMO) and Financial Management Officer. If this contract provides for the Contractor to acquire property, title to which will vest in the Government, the following additional procedures apply:

- (i) The Contractor's purchase order shall require the vendor to deliver the property to the installation central receiving area.
- (ii) The Contractor shall furnish a copy of each purchase order, prior to delivery by the vendor, to the installation central receiving area.
- (iii) The Contractor shall establish a record for Government titled property as required by FAR 52.245-1, as incorporated in this contract, and shall maintain that record until accountability is accepted by the Government.
- (iv) Contractor use of Government property at an off-site location and off-site Subcontractor use requires advance approval of the Contracting Officer and notification of the Industrial Property Officer. The property shall be considered Government furnished and the Contractor shall assume accountability and financial reporting responsibility. The Contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR 52.245-1, Government Property (as incorporated in this contract), until its return to the installation. NASA Procedural Requirements related to property loans shall not apply to offsite use of property by contractors.

(2) After transfer of accountability to the Government, the Contractor shall continue to maintain such internal records as are necessary to execute the user responsibilities identified in paragraph (a) of this clause and document the acquisition, billing, and disposition of the property. These records and supporting documentation shall be made available, upon request, to the SEMO and any other authorized representatives of the Contracting Officer.

(c) The following property and services are provided if checked:

[X] (1) Office space, work area space, and utilities. Government telephones are available for official purposes only.

[X] (2) Office furniture.

[] (3) Property listed in *not applicable*.

- (i) If the Contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its entry into Government records.
- (ii) The Contractor shall not bring to the installation for use under this contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer's prior written approval.

[X] (4) Supplies from stores stock.

[X] (5) Publications and blank forms stocked by the installation.

[X] (6) Safety and fire protection for Contractor personnel and facilities.

[] (7) Installation service facilities: *none*

[X] (8) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.

[X] (9) Cafeteria privileges for Contractor employees during normal operating hours.

[X] (10) Building maintenance for facilities occupied by Contractor personnel.

[X] (11) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services may be provided on-site, as approved by the Contracting Officer.

(End of clause)

[END OF SECTION]

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 Clauses Incorporated by Reference**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)		
Clause Number	Title	Date
52.236-13	Accident Prevention- Alternate I	(NOV 1991)

NASA FEDERAL ACQUISITION REGULATION SUPPLEMENT(48 CFR Chapter 18) CLAUSES:		
Clause Number	Title	Date
1852.208-81	Restrictions on Printing and Duplicating.	(NOV 2004)
1852.223-70	Safety and Health.	(APR 2002)
1852.223-75	Major Breach of Safety or Security.	(FEB 2002)
1852.223-76	Federal Automotive Statistical Tool Reporting.	(JUL 2003)
1852.242-72	Denied Access to NASA Facilities	(OCT 2015)

(End of clause)

H.2 1852.209-71 Limitation of Future Contracting. (DEC 1988)

- (a) The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of prospective offerors is invited to FAR Subpart 9.5 - Organizational Conflicts of Interest.
- (b) The nature of this conflict is:
 - (1) Conflicts may arise in the contractor's participation in the review, assessment, inspection, and evaluation of work performed by other engineering or services contracts in support of NASA/KSC Programs and Projects. These possible conflicts include:
 - (i) The possibility of biased contractor judgment (i.e. impaired objectivity), and
 - (ii) Unfair competitive advantages that may arise as the result of unequal access to information

- (2) As a result, the SMASS III prime contractor is ineligible to participate as a prime or subcontractor at any tier on the following contracts: Engineering Support Contract (ESC), Test and Operations Support Contract (TOSC), and SMASS III supported Commercial Launch Provider (CLP) contracts, including successor contracts, unless otherwise approved by the contracting officer. Further, potential conflicts may exist with regard to other ongoing and future NASA contracts. These include but are not limited to the Expendable Launch Vehicle Integrated Support (ELVIS) contract and the Kennedy LX Services II (KLXS II) contract, as well as other engineering, and development and production contracts at KSC and other NASA installations.
 - (3) The SMASS III contractor shall provide notification to the contracting officer in advance of performing any work on any of the contracts set forth in subparagraph (2) of this clause. The SMASS III contractor will be required to submit and maintain an acceptable OCI mitigation plan. See clause at H.7, Organizational Conflict of Interest Mitigation Plan.
 - (4) The restrictions set forth in the subparagraph shall remain in effect throughout the performance of this contract.
- (c) The restrictions upon future contracting are as follows:
- (1) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under an ensuing NASA contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). NASA shall not unilaterally require the Contractor to prepare such specifications or statements of work under this contract.
 - (2) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as these data remain proprietary or confidential, the Contractor shall protect these data from unauthorized use and disclosure and agrees not to use them to compete with those other companies, reference NFS 1852.237-72, Access to Sensitive Information.

(End of clause)

H.3 1852.225-70 Export Licenses. (FEB 2000)

- (a) The Contractor shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract. In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of

technical assistance.

- (b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at See F.3, Place of Performance, where the foreign person will have access to export-controlled technical data or software.
- (c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.
- (d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(End of clause)

H.4 1852.235-71 Key Personnel and Facilities. (MAR 1989)

- (a) The personnel and/or facilities listed below (or specified in the contract Schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor shall (1) notify the Contracting Officer reasonably in advance and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.
- (b) The Contractor shall make no diversion without the Contracting Officer's written consent; provided, that the Contracting Officer may ratify in writing the proposed change, and that ratification shall constitute the Contracting Officer's consent required by this clause.
- (c) The list of personnel and/or facilities (shown below or as specified in the contract Schedule) may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

TBP

(End of clause)

H.5 KSC 1852.223-74 Drug and Alcohol Free Workplace (MAR 1996) (DEVIATION)

- (a) Definitions. As used in this clause the terms "employee," "controlled substance," "employee in a sensitive position," and use, in violation of applicable law or Federal regulation, of alcohol are as defined in 48 CFR 1823.570-2.
 - (1) The Contractor shall institute and maintain a program for achieving a drug-and alcohol-free workforce. As a minimum, the program shall provide for pre- employment, reasonable suspicion, random, post-accident, and periodic recurring (follow-up) testing of contractor employees in sensitive positions for use, in violation of applicable law or

Federal regulation, of alcohol or a controlled substance. The Contractor may establish its testing or rehabilitation program in cooperation with other contractors or organizations.

- (2) In determining which positions to designate as "sensitive," the contractor will use the NASA Procedural Requirements (NPR) 3792.1B (July 29, 2006), Appendices A and B on "Testing Designated Positions" (TDPs) for federal employees, as a guide for the criteria and in designating "sensitive" positions for contractor employees.
 - (3) This clause neither prohibits nor requires the Contractor to test employees in a foreign country. If the Contractor chooses to conduct such testing, this clause does not authorize the Contractor to violate foreign law in conducting such testing.
 - (4) The contractors program shall test for the use of phencyclidine (PCP), amphetamines, opiates, marijuana, cocaine, and alcohol. The Contractors program may test for the use of other controlled substances. For example, the contractor may adopt and implement a more expansive drug- and alcohol-free workplace policy and testing program permitted under federal or state law (e.g., Florida Statutes §§ 440.101 et seq.) or other authority.
 - (5) The contractor shall employ post-accident testing for all employees in sensitive positions performing work on a NASA facility for phencyclidine (PCP), amphetamines, opiates, marijuana, cocaine, and alcohol. Post-accident testing shall be conducted when the Contractor determines the employees actions are reasonably suspected of having caused or contributed to an accident resulting in death or personal injury requiring immediate hospitalization or damage to Government or private property estimated to exceed \$10,000.
 - (6) The Contractor's program shall conform to the "Mandatory Guidelines for Federal Workplace Drug Testing Programs" published by the Department of Health and Human Services (59 FR 29908, June 9, 1994) and the procedures in 49 CFR part 40, "Procedures for Transportation Workplace Drug Testing Programs," in which references to "DOT" shall be read as "NASA", and the split sample method of collection shall be used.
- (c) (1) The Contractor's program shall provide, where appropriate, for the suspension, disqualification, or dismissal of any employee in a sensitive position in any instance where a test conducted and confirmed under the Contractor's program indicates that such individual has used, in violation of applicable law or Federal regulation, alcohol or a controlled substance.
- (2) The Contractor's program shall further prohibit any such individual from working in a sensitive position on a NASA contract, unless such individual has completed a program of rehabilitation described in paragraph (d) of this clause.
 - (3) The Contractor's program shall further prohibit any such individual from working in any sensitive position on a NASA contract if the individual is determined under the Contractor's program to have used, in violation of applicable law or Federal regulation, alcohol or a controlled substance and the individual meets any of the following criteria:

- (i) The individual had undertaken or completed a rehabilitation program described in paragraph (d) of this clause prior to such use;
 - (ii) Following such determination, the individual refuses to undertake such a rehabilitation program;
 - (iii) Following such determination, the individual fails to complete such a rehabilitation program; or
 - (iv) The individual used a controlled substance or alcohol while on duty.
- (d) The Contractor shall institute and maintain an appropriate rehabilitation program which shall, as a minimum, provide for the identification and opportunity for treatment of employees whose duties include responsibility for safety-sensitive, security, or National security functions who are in need of assistance in resolving problems with the use of alcohol or controlled substances.
- (e) The requirements of this clause shall take precedence over any state or local Government laws, rules, regulations, ordinances, standards, or orders that are inconsistent with the requirements of this clause.
- (f) For any collective bargaining agreement, the Contractor will negotiate the terms of its program with employee representatives, as appropriate, under labor relations laws or negotiated agreements. Such negotiation, however, cannot change the requirements of this clause. Employees covered under collective bargaining agreements will not be subject to the requirements of this clause until those agreements have been modified, as necessary; provided, however, that if one year after commencement of negotiation the parties have failed to reach agreement, an impasse will be determined to have been reached and the Contractor will unilaterally implement the requirements of this clause.
- (g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts in which work is performed by an employee in a sensitive position, except subcontracts for commercial items (see FAR Parts 2 and 12).

(End of Clause)

H.6 KSC 52.223-121 Reporting of Incidents Involving Workplace Violence (JUL 2008)

The contractor shall conduct training on and develop procedures for recognizing, managing and responding to incidents and threats of workplace violence as defined in NASA Policy Directive (NPD) 1600.3. Contractors shall also promptly report all incidents involving workplace violence to the Protective Services Office. If the NASA Workplace Violence Prevention and Response (WVPR) Team Chair and CoChair determine it is appropriate for the committee to meet, the contractor shall participate in the meeting. The contractor is also responsible for reporting disposition of the incident reported to the NASA WVPR Team.

This requirement shall flow down to the subcontractors, however the subcontractors shall report

up through the prime contractor.

(End of Clause)

H.7 Organizational Conflicts of Interest Mitigation Plan

In performing work under this contract, the contractor may be required to inspect, evaluate, assess, critique, review or perform other similar services with respect to products or services provided by the contractor under other NASA contracts. The occurrence of situations of this kind could possibly cause the contractor's judgment to be influenced favorably toward such products or services in performing SMASS III under this contract. In addition, the contractor may be required to perform tasks, which will affect the quantum or nature of work to be performed by the contractor under other Government contracts. In order to eliminate or adequately mitigate any conflict of interest which may arise from either of these situations, the prime contractor agrees that it will:

- (1) Provide the Contracting Officer immediate notice in any case where the contractor learns that it or its subcontractors will either be:
 - (i) Performing inspection, evaluation, or similar work concerning products and services which contractor provides to NASA under other NASA contracts, or
 - (ii) Developing requirements for the products or services which contractor may provide under another contract;
 - (2) Within 7 calendar days after providing such notice to the Government, submit to the Contracting Officer for approval a proposed plan of action for eliminating or adequately mitigating the conflict identified (and subsequently submit any modifications to such plan as may be requested by the Contracting Officer); and
 - (3) Implement the plan of action as approved by the Contracting Officer. The contractor shall not undertake the performance of work for which notice has been given until the prime contractor's plan has been approved, unless the Contracting Officer authorized the prime contractor to proceed with the work pending approval. Where the term "contractor" is used in this clause, it shall be deemed to mean the prime contractor, and any subcontractor, except in the instance where the term "prime contractor" is specifically used.
- (b) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data or other companies, and as long as these data remain proprietary or confidential, the contractor shall protect these data from unauthorized use and disclosure and agrees not to use them to compete with other companies.
- (c) Notwithstanding any other provision of this clause, if the contractor develops complete specifications or statements of work under this contract for non-developmental items, and such specifications or statements of work are incorporated into a subsequent

NASA solicitation, the contractor shall be ineligible to furnish the items described in such solicitation. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the prime contractor (or determined by the Contracting Officer in the event the parties are unable to agree), sufficient to avoid unfair competitive advantage or potential bias. The contractor shall not be eligible in any case to compete for the initial contract, including any options, for non-developmental items for which contractor has prepared complete specifications or statements of work. NASA shall not unilaterally require the prime contractor to prepare such specifications or statements or work under this contract.

- (d) The contractor agrees to include the substantive provisions of this clause in any subcontracts, appropriately modified to reflect a prime-subcontract relationship.

(End of clause)

[END OF SECTION]

SECTION I - CONTRACT CLAUSES**I.1 52.252-2 Clauses Incorporated by Reference. (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/>

(End of clause)

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)		
Clause Number	Title	Date
52.202-1	Definitions.	(NOV 2013)
52.203-3	Gratuities.	(APR 1984)
52.203-5	Covenant Against Contingent Fees.	(MAY 2014)
52.203-6	Restrictions on Subcontractor Sales to the Government.	(SEP 2006)
52.203-7	Anti-Kickback Procedures.	(MAY 2014)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	(MAY 2014)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	(MAY 2014)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	(OCT 2010)
52.203-13	Contractor Code of Business Ethics and Conduct.	(APR 2010)
52.203-16	Preventing Personal Conflicts of Interest.	(DEC 2011)
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights.	(APR 2014)
52.204-2	Security Requirements.	(AUG 1996)
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper.	(MAY 2011)
52.204-9	Personal Identity Verification of Contractor Personnel.	(JAN 2011)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards.	(JUL 2013)
52.204-13	System for Award Management Maintenance.	(JUL 2013)
52.204-14	Service Contract Reporting Requirements.	(JAN 2014)
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment.	(AUG 2013)
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations.	(DEC 2014)
52.211-15	Defense Priority and Allocation Requirements.	(APR 2008)
52.215-2	Audit and Records – Negotiation.	(OCT 2010)
52.215-8	Order of Precedence - Uniform Contract Format.	(OCT 1997)
52.215-23	Limitations on Pass-Through Charges.	(OCT 2009)

52.216-8	Fixed Fee.	(JUN 2011)
52.219-6	Notice of Total Small Business Set-Aside.	(NOV 2011)
52.219-8	Utilization of Small Business Concerns.	(OCT 2014)
52.219-14	Limitations on Subcontracting.	(NOV 2011)
52.222-1	Notice to the Government of Labor Disputes.	(FEB 1997)
52.222-3	Convict Labor.	(JUN 2003)
52.222-17	Nondisplacement of Qualified Workers.	(MAY 2014)
52.222-21	Prohibition of segregated facilities.	(APR 2015)
52.222-26	Equal Opportunity.	(APR 2015)
52.222-29	Notification of visa denial.	(APR 2015)
52.222-35	Equal Opportunity for Veterans.	(JUL 2014)
52.222-37	Employment Reports on Veterans	(JUL 2014)
52.222-40	Notification of Employee Rights Under the National Labor Relations Act.	(DEC 2010)
52.222-50	Combating Trafficking in Persons.	(MAR 2015)
52.222-54	Employment Eligibility Verification.	(AUG 2013)
52.223-6	Drug-Free Workplace.	(MAY 2001)
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving.	(AUG 2011)
52.225-13	Restrictions on Certain Foreign Purchases	(JUN 2008)
52.227-1	Authorization and Consent	(DEC 2007)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement.	(DEC 2007)
52.227-14	Rights in Data-General. – Alternate II, Alternate III	(MAY 2014) (DEC 2007)
52.227-17	Rights in Data--Special Works.	(DEC 2007)
52.228-7	Insurance - Liability to Third Persons.	(MAR 1996)
52.230-2	Cost Accounting Standards.	(MAY 2014)
52.230-6	Administration of Cost Accounting Standards.	(JUN 2010)
52.232-9	Limitation on Withholding of Payments.	(APR 1984)
52.232-17	Interest.	(MAY 2014)
52.232-18	Availability of Funds.	(APR 1984)
52.232-22	Limitation of Funds.	(APR 1984)
52.232-23	Assignment of Claims.	(MAY 2014)
52.232-25	Prompt payment.	(JUL 2013)
52.232-33	Payment by Electronic Funds Transfer - System for Award Management.	(JUL 2013)
52.232-39	Unenforceability of Unauthorized Obligations	(JUN 2013)
52.233-1	Disputes.	(MAY 2014)
52.233-3	Protest after Award. - Alternate I	(AUG 1996) (JUN 1985)
52.233-4	Applicable Law for Breach of Contract Claim	(OCT 2004)
52.236-13	Accident Prevention.	(NOV 1991)
52.236-13	Accident Prevention. - Alternate I	(NOV 1991)
52.237-3	Continuity of Services.	(JAN 1991)

52.242-1	Notice of Intent to Disallow Costs.	(APR 1984)
52.242-3	Penalties for Unallowable Costs.	(MAY 2014)
52.242-4	Certification of Final Indirect Costs.	(JAN 1997)
52.242-13	Bankruptcy.	(JUL 1995)
52.243-2	Changes - Cost-Reimbursement. - Alternate I	(AUG 1987) (APR 1984)
52.244-5	Competition in Subcontracting.	(DEC 1996)
52.244-6	Subcontracts for Commercial Items.	(APR 2015)
52.246-25	Limitation of Liability – Services.	(FEB 1997)
52.247-63	Preference for U.S.-Flag Air Carriers.	(JUN 2003)
52.249-6	Termination (Cost-Reimbursement).	(MAY 2004)
52.249-14	Excusable Delays.	(APR 1984)
52.251-1	Government Supply Sources.	(APR 2012)
52.251-2	Interagency Fleet Management System Vehicles and Related Services.	(JAN 1991)
52.253-1	Computer Generated Forms.	(JAN 1991)

NASA FEDERAL ACQUISITION REGULATION SUPPLEMENT(48 CFR Chapter 18) CLAUSES:		
Clause Number	Title	Date
1852.204-76	Security requirements for unclassified information technology resources.	(JAN 2011)
1852.227-14	Rights In Data – General.	(APR 2015)
1852.228-75	Minimum Insurance Coverage.	(OCT 1988)
1852.237-70	Emergency Evacuation Procedures.	(DEC 1988)
1852.237-72	Access to Sensitive Information.	(JUN 2005)
1852.237-73	Release of Sensitive Information.	(JUN 2005)
1852.242-78	Emergency Medical Services and Evacuation.	(APR 2001)
1852.243-71	Shared Savings.	(MAR 1997)

I.2 52.203-14 Display of Hotline Poster(s). (DEC 2007)

(a) Definition.

- (1) “United States,” as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)-

- (1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites-

- (i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and
 - (ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.
- (2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.
- (3) Any required posters may be obtained as follows:
Poster(s) Obtain from NASA Office of the Inspector General
<http://oig.nasa.gov/hotline.html>.
- (c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.
- (d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5,000,000, except when the subcontract-
 - (1) Is for the acquisition of a commercial item; or
 - (2) Is performed entirely outside the United States.

(End of clause)

I.3 52.204-1 Approval of Contract. (DEC 1989)

This contract is subject to the written approval of KSC Procurement Officer and shall not be binding until so approved.

(End of clause)

I.4 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters. (JUL 2013)

- (a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management database via <https://www.acquisition.gov>.
- (b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments-
 - (1) The non-public segment, into which Government officials and the Contractor post

information, which can only be viewed by-

- (i) Government personnel and authorized users performing business on behalf of the Government; or
 - (ii) The Contractor, when viewing data on itself; and
- (2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for-
- (i) Past performance reviews required by subpart 42.15;
 - (ii) Information that was entered prior to April 15, 2011; or
 - (iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.
- (c) The Contractor will receive notification when the Government posts new information to the Contractor's record.
- (1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.
 - (2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.
 - (3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.
- (d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

I.5 52.216-7 Allowable Cost and Payment. (JUN 2013)

- (a) *Invoicing.*

- (1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.
- (2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.
- (3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request.
- (4) In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) *Reimbursing costs.*

- (1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of the clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term *costs* includes only-
 - (i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;
 - (ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for-
 - (A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made-
 - (1) In accordance with the terms and conditions of a subcontract or invoice; and
 - (2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;
 - (B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

- (C) Direct labor;
 - (D) Direct travel;
 - (E) Other direct in-house costs; and
 - (F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and
- (iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.
- (2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless-
 - (i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and
 - (ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).
 - (3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) below, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) below.
 - (4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.
- (c) *Small business concerns.* A small business concern may receive more frequent payments than every 2 weeks.
- (d) *Final indirect cost rates.*
- (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.
 - (2) (i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the

Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

- (ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.
- (iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:
 - (A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.
 - (B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).
 - (C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.
 - (D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.
 - (E) Claimed allocation bases, by element of cost, used to distribute indirect costs.
 - (F) Facilities capital cost of money factors computation.
 - (G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.
 - (H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.
 - (I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.
 - (J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).
 - (K) Summary of each time-and-materials and labor-hour contract information,

including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

- (L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.
 - (M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.
 - (N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).
 - (O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).
- (iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:
- (A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.
 - (B) General organizational information and limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p). Additional salary reference information is available at http://www.whitehouse.gov/omb/procurement_index_exec_comp/.
 - (C) Identification of prime contracts under which the contractor performs as a subcontractor.
 - (D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).
 - (E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).
 - (F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).
 - (G) Management letter from outside CPAs concerning any internal control weaknesses.
 - (H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.

- (I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.
 - (J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.
 - (K) Federal and State income tax returns.
 - (L) Securities and Exchange Commission 10-K annual report.
 - (M) Minutes from board of directors meetings.
 - (N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.
 - (O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: Contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.
- (v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.
- (3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify:
- (i) The agreed-upon final annual indirect cost rates,
 - (ii) The bases to which the rates apply,
 - (iii) The periods for which the rates apply,
 - (iv) Any specific indirect cost items treated as direct costs in the settlement, and
 - (v) The affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates.

The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

- (4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

- (5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.
- (6) (i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may-
- (A) Determine the amounts due to the Contractor under the contract; and
 - (B) Record this determination in a unilateral modification to the contract.
- (ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.
- (e) *Billing rates.* Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates-
- (1) Shall be the anticipated final rates; and
 - (2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.
- (f) *Quick –closeout procedures.* Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.
- (g) *Audit.* At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be-
- (1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs or
 - (2) Adjusted for prior overpayments or underpayments.
- (h) *Final payment.*
- (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver-

- (i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and
- (ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except-
 - (A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;
 - (B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and
 - (C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

I.6 52.217-8 Option to Extend Services. (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days before the contract expires.

(End of clause)

I.7 52.217-9 Option to Extend the Term of the Contract. (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 15 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years and 6 months.

(End of clause)

I.8 52.219-28 Post-Award Small Business Program Rerepresentation. (JUL 2013)

- (a) *Definitions.* As used in this clause-

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

- (b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:
 - (1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.
 - (2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition

occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

- (i) Within 60 to 120 days prior to the end of the fifth year of the contract; and
 - (ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.
- (c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.
- (d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.
- (e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.
- (f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.
- (g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it ___ is, ___ is not a small business concern under NAICS Code 41660, Engineering Services- except Military and Aerospace Equipment and Military Weapons, assigned to contract number *[insert contract number]*. (*Contractor to sign and date and insert authorized signer's name and title*).

(End of clause)

I.9 52.222-2 Payment for Overtime Premiums. (JUL 1990)

- (a) The use of overtime is authorized under this contract if the overtime premium does not exceed 0 or the overtime premium is paid for work-

- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
 - (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
 - (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
 - (4) That will result in lower overall costs to the Government.
- (b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall-
- (1) Identify the work unit; *e.g.*, department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
 - (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
 - (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
 - (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

I.10 52.222-36 Equal Opportunity for Workers with Disabilities. (JUL 2014)

- (a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.
- (b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for

noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

I.11 52.244-2 Subcontracts. (OCT 2010)

(a) *Definitions.* As used in this clause-

“Approved purchasing system” means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR)

“Consent to subcontract” means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

“Subcontract” means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds-

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

(e) (1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c) or (d) of this clause, including the following information”

- (i) A description of the supplies or services to be subcontracted.
 - (ii) Identification of the type of subcontract to be used.
 - (iii) Identification of the proposed subcontractor.
 - (iv) The proposed subcontract price.
 - (v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
 - (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
 - (vii) A negotiation memorandum reflecting-
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason certified cost or pricing data were or were not required;
 - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
 - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
 - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c) or (d) of this clause.

- (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination-
 - (1) Of the acceptability of any subcontract terms or conditions;
 - (2) Of the allowability of any cost under this contract; or
 - (3) To relieve the Contractor of any responsibility for performing this contract.
- (g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
- (h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.
- (i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.
- (j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

TBP

(End of clause)

I.12 1852.204-75 Security Classification Requirements. (SEP 1989)

Performance under this contract will involve access to and/or generation of classified information, work in a security area, or both, up to the level of Secret. See Federal Acquisition Regulation clause 52.204-2 in this contract and DD Form 254, Security Clearance Classification (DD 254), Attachment J-08.

(End of clause)

I.13 1852.215-84 Ombudsman. (NOV 2011)

- (a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the preaward and postaward phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the

source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.

- (b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman, whose name, address, telephone number, facsimile number, and email address may be found at: http://prod.nais.nasa.gov/pub/pub_library/Omb.html. Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the Agency ombudsman identified at the above URL. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer or as specified elsewhere in this document.

(End of clause)

I.14 KSC 1852.216-87 Submission of Vouchers for Payment (JUL 2014)

- (a) Except for classified vouchers, the Contractor shall submit interim and final cost vouchers electronically using the DOD Wide Area Work Flow (WAWF) system. Invoices will be reviewed by DCAA based upon a risk-based sampling review process.
- (1) To access the DOD WAWF system, the contractor shall be required to have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov> and be registered to use the DOD WAWF at <https://wawf.eb.mil> following the step-by-step procedures for self-registration available at this web site.
 - (2) NASA invoice payment information can be obtained at the NASA Shared Services Center (NSSC) Vendor Payment information web site at: <https://www.nssc.nasa.gov/vendorpayment>.
 - (3) The vendor shall use the Cost Voucher document type in WAWF when creating a voucher submission. The Activity Address Codes (AAC) to be populated in WAWF for submission of invoices under this contract are:

a. Pay Official AAC	803112 (NSSC)
b. Admin AAC	804262 (KSC)
c. Issue By AAC	804262 (KSC)
d. DCAA Auditor DODAAC	_____ (fill-in DCAA group for this specific contract)
e. Approver	804262 (KSC)
 - (4) The Contractor shall ensure that the payment request includes appropriate contract line item descriptions of the work performed and all relevant back-up documentation to

support each payment request.

- (5) The Contractor shall enter the e-mail address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

Donald.Wood@nasa.gov

- (b) Vouchers for payment of fee resulting from contract performance or provisional fee (if authorized under this contract) shall be prepared using an SF 1034 and submitted to the following address for payment:

Mailing address: NSSC-FMD Accounts Payable

Bldg. 1111, C Road

Stennis Space Center, MS 39529

E-mail address: NSSC-AccountsPayable@nasa.gov

Fax Number: 1-866-209-5415

- (c) For both cost voucher and fee submissions a concurrent copy of the voucher information to include backup information shall be provided electronically to the NASA Contracting Officer. The Contracting Officer may designate other recipients as required.

(End of clause)

I.15 KSC 52.242-90 Controls Applicable to Contractor’s Activities (SEPT 2012)

The Contractor shall comply with the publications below, and subsequent revision thereof, that the Contracting Officer has indicated as being incorporated in this contract by reference. These publications prescribe regulatory and procedural criteria which are applicable to this contract. The contractor shall promptly take corrective action upon notice of noncompliance from the Contracting Officer or his/her authorized representative(s) with any provision of the publications listed below.

The following compliance documents may be found at:

<http://tdglobal.ksc.nasa.gov/ReferencedDocuments/>

KNPR 8715.2, Comprehensive Emergency Management Plan

KNPR 1600.1, KSC Security Procedural Requirements

KNPR 8500.1, KSC Environmental Management

KNPR 8715.3, KSC Safety Practices Procedural Requirements

Check if applicable:

- [X] KNPD 1810.1 KSC Occupational Medicine Program
- [X] KNPR 1860.1 KSC Ionizing Radiation Protection Program
- [X] KNPR 1860.2 KSC Nonionizing Radiation Protection Program
- [X] KNPR 1820.3 KSC Hearing Loss Prevention Program
- [X] KNPR 1820.4 KSC Respiratory Protection Program

- [X] KNPR 1840.19 KSC Industrial Hygiene Programs
- [X] 45SWI40-201 45th Space Wing Instruction 40-201 Radiation Protection Program
- [X] KNPD 1800.2 KSC Hazard Communication Program
- [] KNPR 1870.1 KSC Sanitation Program
- [] KNPR 2570.1 KSC Radio Frequency Spectrum Management Procedural Requirements
- [] KNPR 4000.1 Supply and Equipment System Manual
- [X] KNPR 6000.1 Transportation Support System
- [] KNPR 8715.7 KSC Construction Contractor Safety and Health Practices Procedural Requirements
- [X] KNPR 8830.1 Facilities and Real Property Management Procedural Requirements

(End of clause)

I.16 KSC 52.242-93 Contractor Workforce Report- Onsite Contractors and Subcontractors (OCT 2006)

The Contractor shall submit, on a quarterly basis, a manpower report delineating information about its workforce. The report shall include: the contract number, the contractor's total on-site workforce, total on-site union represented employees by bargaining unit, total on-site non-union represented employees, and total off-site workforce performing on the contract. The Contractor shall provide this information no later than 10 days after the close of each reporting period which end March 31st, June 30th, September 30th, and December 31st. The report shall be submitted to the Contracting Officer with copies to Workforce Planning and Analysis Office, (Code BA-D) and Industrial Labor Relations Office (Code OP-AM).

(End of clause)

I.17 KSC 52.242-93 *A1 Contractor Workforce Report (OCT 2006) - Alternate I (JUL 2011)

Alternate I (JUL 2011): In contracts where more than 25 Contractor personnel will have permanent badges, add the following paragraph to the basic clause:

The Contractor is required to maintain information on specific Points of Contact (POC) for the contracted effort in a NASA managed database. The database contains POC information for specific Contractor functions to include: Local Contractor Manager and Deputy (senior on-site contract management POCs for top level NASA KSC contact), Contracting Manager (this is the interface on contract matters with the NASA Contracting Officer), HR Manager, Security Manager, Emergency Planning Manager (or identification/contact information for the Contractor manager performing this role), and the person responsible for input of this Contractor information into the database. Within three weeks of contract award the Contractor shall provide the name of the person who will enter the POC information into the NASA database to the Contracting Officer and to NASA Procurement Policy and Review Office, OP-AM, 867-7217. This person must be able to access (or be scheduled to gain access to) KSC systems. Access to

the database and instruction will be provided to the Contractor by OP-AM. Upon commencement of the contract the Contractor will be responsible for keeping the POC information pertaining to the specific contract accurate and up to date. Changes to the person responsible for input of this Contractor POC information must be immediately brought to the attention of OP-AM.

(End of Clause)

I.18 KSC 52.245-90 Management of NASA-Owned/Contractor-Held Records (FEB 2012)

- (a) NASA-owned/Contractor-held records shall be maintained by the Contractor in accordance with the instructions set forth in the latest editions of NPD 1440.6, NASA Records Management Program, NPR 1441.1, NASA Records Retention Schedules, and KNPR 1440.6, Records Management. As directed by the Contracting Officer, the Contractor shall obtain prior approval from the Contracting Officer to destroy or remove records subject to this clause.
- (b) NASA-owned/Contractor-held records shall consist of documentation of Contractor activities and functions necessary for the performance of this contract, including, but not limited to, documentation of those day-to-day operating procedures that are essential to carrying out the statement of work and those actions, organizational structure, policies, decisions, operations, and activities necessary to perform or continue the work performed under the contract. NASA-owned/Contractor-held records shall not include those Contractor records that relate exclusively to the Contractor's internal business or are of a general nature not specifically related to the performance of work under the contract. The Contractor's general policies, procedures, etc., that apply to the general conduct of its business do not fall under the purview of this clause. When in doubt, the Contractor shall seek the Contracting Officer's determination as to which records are subject to this clause.
- (c) The Contractor shall ensure that NASA-owned/Contractor-held records are segregated from company-owned records and from non-record materials. This clause operates independently from and is not intended to affect, or be effected by, the Contractor records provisions contained in FAR Subpart 4.7 and the clauses referenced therein.
- (d) The Contractor, through the Contracting Officer, shall coordinate with the KSC Records Manager, on matters requiring advice, such as marking and segregating such records, or technical assistance in all areas of management pertaining to such records.
- (e) When the contractor generates NASA-owned/Contractor-held records, the contractor shall prepare and submit KSC Form 16-473V2, KSC Annual Summary of Record Holdings, to the KSC Records Manager on an annual basis.

(End of clause)

I.19 KSC 52.245-97 Records Management (FEB 2012)

The contractor shall ensure accurate and complete records of Government business are

maintained in accordance with the NASA Procedural Requirement (NPR) 1441.1, NASA Records Retention Schedules. This includes legacy, electronic and vital records. Records of Government Business shall be segregated from company-owned records and from non-record materials, and the contractor shall provide NASA or authorized representatives access to all Government records in accordance with Federal Acquisition Regulations (FAR) Subpart 4.7. The term "records" is defined as "all books, papers, maps, photographs, machine readable materials, or other documentary materials, regardless of physical form or characteristics, made or received by an agency of the United States Government under Federal law or in connection with the transaction of public business and preserved or appropriate for preservation by that agency or its legitimate successor as evidence of the organization, functions, policies, decisions, procedures, operations, or other activities of the Government or because of the informational value of data in them. Library and museum material made or acquired and preserved solely for reference or exhibition purposes, extra copies of documents preserved only for convenience of reference, and stocks of publications and of processed documents are not included." The Government reserves the right to inspect, audit, and copy record holdings.

The contractor shall complete, submit, and maintain a Records Management Program Plan for all data/records produced as part of this contract in accordance with DRD-09.

The contractor shall submit an annual Records Management File Plan to the NASA KSC Records Manager in accordance with DRD-10.

At the completion or termination of this contract, or as required by the records retention schedule expiration, the contractor shall deliver Government records to the NASA KSC Records Manager in accordance with NASA Policy Directive (NPD) 1440.6 and Kennedy NASA Procedural Requirement (KNPR) 1440.6.

The contractor shall contact the Contracting Officer, in order to obtain the NASA KSC Records Manager's determination as to which records are subject to this Clause.

(End of Clause)

I.20 1852.225-71 Restriction on Funding Activity with China (FEB 2012)

- (a) Definition - "China" or "Chinese-owned company" means the People's Republic of China, any company owned by the People's Republic of China or any company incorporated under the laws of the People's Republic of China.
- (b) Public Laws 112-10, Section 1340(a) and 112-55, Section 539, restrict NASA from contracting to participate, collaborate, coordinate bilaterally in any way with China or a Chinese-owned company using funds appropriated on or after April 25, 2011. Contracts for commercial and non developmental items are exempted from the prohibition because they constitute purchase of goods or services that would not involve participation, collaboration, or coordination between the parties.
- (c) This contract may use restricted funding that was appropriated on or after April 25, 2011. The contractor shall not contract with China or Chinese-owned companies for any effort

related to this contract except for acquisition of commercial and non-developmental items. If the contractor anticipates making an award to China or Chinese-owned companies, the contractor must contact the contracting officer to determine if funding on this contract can be used for that purpose.

(d) Subcontracts- The contractor shall include the substance of this clause in all subcontracts made hereunder.

(End of clause)

[END OF SECTION]

SECTION J - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**J.1 List of Attachments**

The following documents are attached hereto and made a part of this contract:

Number	Attachment Title	Notes
J-01	Performance Work Statement (PWS)	
J-02	Data Requirements List/Data Requirements Descriptions	
J-03	Government Standard Labor Categories	
J-04	Labor Classification and Qualifications Crosswalk	
J-05	Key Position Minimum Qualifications	
J-06	Safety and Health Plan	
J-07	Organizational Conflicts of Interest Mitigation Plan	
J-08	Security Clearance Classification (DD 254)	
J-09	Kennedy Space Center Badging Issuance and Identity Verification Process	
J-10	Acronyms and Glossary	

(End of Clause)

[END OF SECTION]

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 Clauses Incorporated by Reference

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)		
Clause Number	Title	Date
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.	(SEP 2007)
52.209-2	Prohibition on Contracting With Inverted Domestic Corporations-Representation.	(DEC 2014)
52.222-38	Compliance with Veterans' Employment Reporting Requirements.	(SEP 2010)

(End of clause)

K.2 52.204-8 Annual Representations and Certifications. (DEC 2014)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 541330, Engineering Services- except Military and Aerospace Equipment and Military Weapons.
- (2) The small business size standard is 38.5M
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) (1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.
- (2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

- [] (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:
- (i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless-
 - (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
 - (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
 - (C) The solicitation is for utility services for which rates are set by law or regulation/
 - (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
 - (iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include provision at 52.204-7, System for Award Management.
 - (iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-
 - (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; and
 - (C) Are for contracts that will be performed in the United States or its outlying areas.
 - (v) 52.209-2. Prohibition on Contracting with Inverted Domestic Corporations-Representation.
 - (vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
 - (vii) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

- (viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
 - (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
 - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.
- (xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvii) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.
 - (A) If the acquisition value is less than \$25,000, the basic provision applies.

- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
 - (C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.
 - (D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.
- (xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.
- (xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.
- (2) The following certifications are applicable as indicated by the Contracting Officer:
- (Contracting Officer check as appropriate.)
- (i) ☐ 52.204-17, Ownership or Control of Offeror.
 - (ii) ☐ 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
 - (iii) ☐ 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification.
 - (iv) ☐ 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.
 - (v) ☐ 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

(vi) ☐ 52.227-6, Royalty Information

(A) ☐ Basic.

(B) ☐ Alternate I.

(vii) ☐ 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

- (d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below (offeror to insert changes, identifying change by clause number, title, date). These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

K.3 52.209-5 Certification Regarding Responsibility Matters. (APR 2010)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction

of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(D) Have [], have not [], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

- (i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
- (ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

- (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

- (iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
- (iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).
- (ii) The Offeror has [] has not [], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K.4 52.209-7 Information Regarding Responsibility Matters. (JUL 2013)

- (a) *Definitions.* As used in this provision-

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means-

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

- (b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.
- (c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:
 - (1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:
 - (i) In a criminal proceeding, a conviction.
 - (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
 - (iii) In an administrative proceeding, a finding of fault and liability that results in-
 - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
 - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
 - (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the

proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

K.5 52.219-1 Small Business Program Representations. (OCT 2014) - Alternate I (SEP 2015)

(a) *Definitions.* As used in this provision-

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

Service-disabled veteran-owned small business concern-

(1) Means a small business concern-

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) *Service-disabled veteran* means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (b) of this provision.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that-

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-
- (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and
 - (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Veteran-owned small business concern means a small business concern-

- (i) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (ii) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern-

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

- (b) (1) The North American Industry Classification System (NAICS) code for this acquisition is - 541330, Engineering Services- except Military and Aerospace Equipment and Military Weapons

(2) The small business size standard is \$38.5M

- (3) The small business size standard for a concern which submits an offer in its own

name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(c) *Representations.*

- (1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.
- (2) *(Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)* The offeror represents that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) *(Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)* The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.
- (4) Women-owned small business (WOSB) concern eligible under the WOSB Program. *(Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.)* The offeror represents as part of its offer that-
 - (i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
 - (ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. (The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.) Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.
- (5) Economically disadvantaged women-owned small business (EDWOSB) concern. *(Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.)* The offeror represents as part of its offer that-
 - (i) It ☐ is, ☐ is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
 - (ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13

CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. (The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.) Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) *(Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)* The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(7) *(Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.)* The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(8) *(Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)* The offeror represents, as part of its offer, that-

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. (The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.) Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(9) *(Complete if offeror represented itself as disadvantaged in paragraph (c)(2) of this provision.)* The offeror shall check the category in which its ownership falls:

☐ Black American.

☐ Hispanic American.

☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

___ Individual/concern, other than one of the preceding.

(d) *Notice.*

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-
 - (i) Be punished by imposition of fine, imprisonment, or both;
 - (ii) Be subject to administrative remedies, including suspension and debarment; and
 - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

K.6 52.222-22 Previous Contracts and Compliance Reports. (FEB 1999)

The offeror represents that-

- (a) It [] has, [] has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;
- (b) It [] has, [] has not filed all required compliance reports; and

- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

K.7 52.222-25 Affirmative Action Compliance. (APR 1984)

The offeror represents that-

- (a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

K.8 52.227-15 Representation of Limited Rights Data and Restricted Computer Software. (DEC 2007)

- (a) This solicitation sets forth the Government's known delivery requirements for data (as defined in the clause at 52.227-14, Rights in Data-General). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data-General clause at 52.227-14 included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data instead. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.
- (b) By completing the remainder of this paragraph, the offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states (offeror check appropriate block)-
- ☐ None of the data proposed for fulfilling the data delivery requirements qualifies as limited rights data or restricted computer software; or
- ☐ Data proposed for fulfilling the data delivery requirements qualify as limited rights data or restricted computer software and are identified as follows:

-
-
- (c) Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of the data should a contract be awarded to the offeror.

(End of provision)

K.9 1852.225-72 Restriction on Funding Activity with China- Representation (FEB 2012)

- (a) Definition - "China" or "Chinese-owned" means the People's Republic of China, any company owned by the People's Republic of China or any company incorporated under the laws of the People's Republic of China.
- (b) Public Laws 112-10, Section 1340(a) and 112-55, Section 536, restrict NASA from contracting to participate, collaborate, or coordinate bilaterally in any way with China or a Chinese-owned company with funds appropriated on or after April 25, 2011. Contracts for commercial and non-developmental items are excepted from the prohibition as they constitute purchase of goods or services that would not involve participation, collaboration, or coordination between the parties.
- (c) Representation. By submission of its offer, the offeror represents that the offeror is not China or a Chinese-owned company.

(End of provision)

K.10 1852.209-75 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law (DEVIATION FEB 2012)

- (a) In accordance with sections 544 and 543 of The Consolidated and Further Continuing Appropriation Act of 2012 (Pub. L. 112-55), none of the funds made available by that Act may be used to enter into a contract with any corporation that-
- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government; or
 - (2) Was convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the

agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The offeror represents that

- (1) It is ☐ is not ☐ a corporation that has had any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (2) It is ☐ is not ☐ a corporation that was convicted, or had an officer or agent acting on behalf of the corporation convicted, of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

K.11 1852-209.74 Certification by Offerors Regarding Federal Income Tax Filing and Federal Income Tax Violations. (DEVIATION FEB 2012)

- (a) In accordance with section 527 of The Consolidated and Further Continuing Appropriation Act of 2012 (Pub. L. 112-55) none of the funds made available by the Act may be used to enter into a contract in an amount greater than \$5 Million unless the prospective contractor certifies in writing to NASA that, to the best of its knowledge and belief, the contractor has filed all Federal tax returns required during the three years preceding the certification, has not been convicted of a criminal offense under the Internal revenue Code of 1986, and has not, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.
- (b) The offeror's proposal shall include a signed written certification as follows--

To the best of my knowledge and belief, ---(name of offeror)--- has filed the Federal tax returns required during the three years preceding this certification, has not been convicted of a criminal offense under the Internal revenue Code of 1986, and has not, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

Firm _____

Signature _____

Name _____

Title _____

Date of execution _____

(End of Provision)

K.12 1852.209-73 Representation by Offers that they are not the Association of Community Organizations for Reform Now (ACORN) or a Subsidiary of ACORN (DEVIATION FEB 2012)

- (a) In accordance with section 534 of The Consolidated and Further Continuing Appropriation Act of 2012 (Pub. L. 112-55) none of the funds made available by the Act may be distributed to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries.
- (b) The offeror represents, by submission of its offer, that it is not the Association of Community Organizations for Reform Now (ACORN) or a subsidiary thereof.

(End of provision)

[END OF SECTION]

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 Provisions Incorporated by Reference

Provision(s) at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Provisions incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the provision to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire provision. The full text of the provision is available at the addresses contained in provision 52.252-1, Solicitation Provisions Incorporated by Reference, of this solicitation.

A. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES:

Clause Number	Title	Date
52.204-7	System for Award Management.	(JUL 2013)
52.215-22	Limitations on Pass-Through-Charges—Identification of Subcontract Effort.	(OCT 2009)
52.222-24	Preaward on-site equal opportunity compliance evaluation.	(FEB 1999)
52.237-10	Identification of Uncompensated Overtime.	(MAR 2015)

(End of provision)

L.2 FAR 52.211-14 Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use. (APR 2008)

Any contract awarded as a result of this solicitation will be DO-C9 rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of provision)

L.3 FAR 52.215-1 Instructions to Offerors - Competitive Acquisition. (JAN 2004)

(a) *Definitions.* As used in this provision-

Discussions are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the Offeror being allowed to revise its proposal.

In writing, writing, or written means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

Proposal modification is a change made to a proposal before the solicitation's closing date

and time, or made in response to an amendment, or made to correct a mistake at any time before award.

Proposal revision is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

Time, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

- (b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).
- (c) Submission, modification, revision, and withdrawal of proposals.
 - (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages
 - (i) addressed to the office specified in the solicitation, and
 - (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the Offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.
 - (2) The cover letter for the proposal is limited to the following and does not add to the page count:
 - (i) The solicitation number;
 - (ii) The name, address, and telephone and facsimile numbers of the Offeror (and electronic address if available);
 - (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
 - (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation; and

- (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

- (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.
- (ii) (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-
 - (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
 - (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
 - (3) It is the only proposal received.
- (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

- (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an Offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
- (4) Unless otherwise specified in the solicitation, the Offeror may propose to provide any item or combination of items.
- (5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.
- (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
- (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
- (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the Offeror).
- (e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall-

- (1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed-in whole or in part-for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this Offeror as a result of-or in connection with-the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets*]; and

- (2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

- (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible Offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
- (2) The Government may reject any or all proposals if such action is in the Government's interest.
- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the Offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with Offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful Offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) If a post-award debriefing is given to requesting Offerors, the Government shall disclose the following information, if applicable:
- (i) The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer.
 - (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed Offeror and past performance information on the debriefed Offeror.
 - (iii) The overall ranking of all Offerors, when any ranking was developed by the agency during source selection.
 - (iv) A summary of the rationale for award.
 - (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful Offeror.
 - (vi) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

L.4 FAR 52.216-1 Type of Contract. (APR 1984)

The Government contemplates award of a Cost Plus Fixed Fee (CPFF) Level of Effort (LOE) contract resulting from this solicitation.

(End of provision)

L.5 FAR 52.222-46 Evaluation of Compensation for Professional Employees. (FEB 1993)

- (a) Recompetition of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their proposals, Offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of

the Offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

- (b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.
- (c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.
- (d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

(End of provision)

L.6 FAR 52.233-2 Service of Protest. (SEP 2006)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

NASA John F. Kennedy Space Center
Attn: Donald Wood, Contracting Officer
Mail Code: SEB/SMASIII
Kennedy Space Center, FL 32899

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

L.7 FAR 52.252-1 Solicitation Provisions Incorporated by Reference. (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

For Federal Acquisition Regulation (FAR) Provisions, see:

<https://www.acquisition.gov/far/index.html>

For NASA FAR Supplement (NFS) provisions, see:

<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

(End of provision)

L.8 NFS 1852.233-70 Protests to NASA. (JUL 2015)

- (a) In lieu of a protest to the United States Government Accountability Office (GAO), bidders or Offerors may submit a protest under 48 CFR part 33 (FAR Part 33) directly to the Contracting Officer for consideration by the Agency. Alternatively, bidders or Offerors may request an independent review by the Assistant Administrator for Procurement, who will serve as or designate the official responsible for conducting an independent review. Such reviews are separate and distinct from the Ombudsman Program described at 1815.7001.
- (b) Bidders or Offerors shall specify whether they are submitting a protest to the Contracting Officer or requesting an independent review by the Assistant Administrator for Procurement.
- (c) Protests to the Contracting Officer shall be submitted to the address or email specified in the solicitation (email is an acceptable means for submitting a protest to the Contracting Officer). Alternatively, requests for independent review by the Assistant Administrator for Procurement shall be addressed to the Assistant Administrator for Procurement, NASA Headquarters, Washington, DC 20456-0001.

(End of provision)

L.9 Communications Regarding this Solicitation

- (a) Questions regarding this solicitation must be submitted in writing, cite the solicitation number, and be directed to the following Government representative:

Name: Donald Wood, Contracting Officer
Email: donald.wood@nasa.gov
Address: NASA John F. Kennedy Space Center

Mail Code: SEB/SMASSIII
Kennedy Space Center, FL 32899

Oral questions will not be answered due to the possibility of misunderstanding or misinterpretation.

- (b) Questions or comments should be submitted no later than TBD to allow for analysis and dissemination of responses in advance of the proposal due date. Late questions or comments are not guaranteed a response prior to the proposal due date.
- (c) Questions or comments shall not be directed to the technical activity personnel.

(End of provision)

L.10 Availability of Reference Information

For this solicitation, there is an electronic “Bidder’s Library” on-line at:

<http://public.ksc.nasa.gov/SMASSIII>

Standards, such as Federal, military, industrial, manufacturing, independent laboratory, society, and institutional associations (non-government organizations) codes, specifications, and technical documents incorporated by reference in this solicitation must be obtained, at the bidder’s expense, from the organization which develops, establishes, or publishes those documents.

The Contracting Officer will update the electronic Bidder’s Library as necessary or upon request for documents referenced in the solicitation and not otherwise available to the Offeror.

(End of Provision)

L.11 Contract Phase-in

The Government contemplates issuing a separate Fixed Price purchase order for contract phase-in, if applicable. Contract phase-in price, if any, shall be proposed as a firm fixed price in accordance with the instructions contained in Section L.16 (paragraph C. Volume III- Cost Factor). The fixed price should include all of the Contractor’s phase-in costs.

The successful Offeror will be required to submit a Safety and Health Plan in accordance with Section H, Clause H.1, FAR 52.236-13, Accident Prevention, no later than 15 days after award. The Safety and Health Plan, once approved by the Government, will be incorporated into the resulting contract as Attachment J-06, Safety and Health Plan.

(End of provision)

L.12 NFS 1852.215-81 Proposal Page Limitation (FEB 1998)

- (a) The proposal shall be submitted both electronically and hard copy format. Hard (paper) copies shall be submitted on non-glossy paper. The following page limitations are established for each portion of the proposal submitted in response to this solicitation.

Volume	Title	Original Hard Copy	No. of Additional Hard Copies	No. of Electronic Copies	Page Limit
I	Mission Suitability	1	2	2	50
II	Past Performance	1	2	2	15
III	Cost Narrative	1	1	2	none
	Cost Template	0	0		none
IV	Plans and Other Data	1	2	2	
	Key Personnel Resumes				4/resume
	Letters of Commitment				1/resume
	Phase In Plan				5
	Total Compensation Plan				none
	Organizational Conflict of Interest				5
V	Model Contract	1	2	2	none

- (b) A page is defined as one side of a sheet, 8 1/2" x 11", with at least one inch margins on all sides, using not smaller than 12 point type. . The text should be printed on both sides of the sheet. Each side of the sheet, tab, or divider, containing proposal material will be counted as a page.
- (c) Pages and illustrations must be legible and no larger than 11" x 17" foldouts, as appropriate for the subject matter. Foldouts are considered part of the page limitations. Each foldout shall be printed on one (1) side only and shall count as two (2) pages.
- (d) A suitable table of contents (excluded from the page limitations) shall be provided with each volume for ready reference to sections, figures, and illustrations. Title pages and tables of contents are excluded from the page counts specified in paragraph (a) of this provision. In addition, the Price section of the proposal is not page limited. However, this section is to be strictly limited to cost and price information. Information that can be construed as belonging in one of the other sections of the proposal will be so construed and counted against that section's page limitation.
- (e) If final revisions are requested, separate page limitations will be specified in the Government's request for that submission.
- (f) Pages submitted in excess of the limitations specified in this provision will be returned to the Offeror. One copy of the pages in excess of the limitations specified above will be retained for the record and will not be evaluated by the Government.
- (g) Hard Copies of the proposals shall be submitted in the five volumes listed as listed above. Each volume shall be submitted in a three ring binder with each section appropriately tabbed

and identified. For convenience, large volumes may be divided into parts, provided they are properly identified as such, (e.g., “Volume II, Part I”), and must adhere to all other proposal format instructions given herein.

- (h) Proposals shall be submitted in the five volumes, with an original and the specified number of hard copies as listed above. Each volume must be contained in a three ring binder.
- (i) All pages of Volumes I, II, III, IV, and V shall be numbered and identified with the Offeror’s name, RFP number and date. In addition, for each copy of each proposal volume the Offeror shall identify with the following legend the copy number for each volume (legend: Volume __, Copy __ of __). Subsequent revisions, if requested, shall be similarly identified to show revision number and date.
- (j) The proposal must be signed by an official authorized to legally bind the company.
- (k) Electronic CD-ROM: In addition to the hardcopies specified in section L.17, the Offeror shall submit two electronic copies of the proposal on CD-ROM, designating and labeling one as “original” and one as “back-up”. The Government anticipates viewing the electronic submittals with the following computer software and hardware: Windows 7 operating system, Adobe Acrobat Reader XI, and MS Office 2013. Embedded structures like bit maps, graphics or proprietary fonts shall be reserved only for illustrations and equations which cannot be rendered in the above formats.
- (l) Electronic files of Volumes I, II, III, IV, and V shall be provided on a virus free CD-ROM with an external label indicating:
 - (1) Name of the Offeror
 - (2) RFP number
 - (3) Date of the information
 - (4) List of the Volumes contained on the disk

The electronic files shall be exact duplicates of the paper copies. If there is any inconsistency between data provided electronically and proposal hard copies, the hard copy proposal marked original will take precedence, with the exception of Volume III, Cost Templates, which shall only be submitted in electronic copy. In the case of a variation in the Cost Templates, the CD-ROM marked “original” shall take precedence. For electronic submissions, each volume of the proposal should be submitted as a separate electronic file, on each of the CD-ROMs.

- (m) The Offeror shall submit two electronic copies of proposal Volumes I, II, IV, and V on a single CD-ROM, designating one as “original” and one as “back-up” (in addition to the hardcopies specified in L.17), in Adobe Portable Document File (PDF) format. These PDF files shall be exact duplicates of the paper copies.

- (n) Volume III – Cost: The Offeror shall submit two electronic copies of Volume III on CD-ROM, designating one as “original” and one as “back-up,” to include both the cost narrative and cost templates.

(1) Cost Narrative: The cost narrative is requested in PDF format (in addition to the hardcopy specified in L.12).

(2) Cost Template: The cost templates, Attachments L-07, L-08, and L-09, shall be submitted in electronic format only.

(End of provision)

L.13 Delivery Instructions for Bids/Proposals

- (a) Delivery Address: All offers (bids or proposals) shall be delivered to the Central Industrial Assistance Office (CIAO), 7110 N. Courtenay Parkway, Merritt Island, FL 32953 on or before the date and time set for receipt of proposals or bids. The CIAO is located on State Road 3, approximately 2 miles south of Gate 2 to KSC. Access to KSC is not required. In addition, proposal package labels (applicable to mailed and hand delivered proposals) shall contain the solicitation number, the name and address of the Offeror, and be made to the attention of Donald Wood, telephone 321-867-6235.
- (b) Offerors shall coordinate delivery of proposals with the Contracting Officer, Donald Wood, telephone 321-867-6235, or donald.wood@nasa.gov.
- (c) Hand-Delivered Offers: Offerors are responsible for assuring that hand-carried proposals are received by NASA Government employees at the CIAO.
- (d) Late delivery of Offers/Bids: Late offers/bids will be processed in accordance with FAR 52.215-1, Instructions to Offerors- Competitive Acquisition, included in this solicitation.
- (e) All proposals delivered in response to this solicitation shall reflect the following information on the address label:
- (1) Solicitation NNK16567219R, SMASS III
 - (2) The legend, "To be delivered unopened to the Contracting Officer"
 - (3) The volume and copy numbers contained in each box.
- (f) Oral proposals and presentations will not be accepted.

(End of provision)

L.14 Summary of Exceptions

- (a) The Offeror shall include a statement of acceptance of the anticipated contract provisions and proposed contract schedule, or list all specific exceptions to the terms, conditions, and requirements of Sections A through J of this solicitation, to the Representations and Certifications (Section K), or to the information requested in Section L, in the Summary of

Exceptions to be submitted with the Model Contract in Volume V, Model Contract. The Offeror shall fully explain any deviations, exceptions, or conditional assumptions regarding any contractual requirements of this solicitation. The Offeror shall include the reason for the exception or refer to where the reason is addressed in the proposal. Any failure to clearly indicate exceptions to the proposed contract terms and conditions contained in this RFP will be construed as acceptance of them, verbatim.

- (b) The Offeror is cautioned that exceptions or new terms, conditions, or clauses may result in a determination of proposal unacceptability (NFS 1815.305-70), may preclude award to an Offeror if award is made without discussions, or may otherwise affect an Offeror's competitive standing.

(End of provision)

L.15 Organizational Conflicts of Interest Mitigation Plan

- (a) Notice.

- (1) The Contracting Officer has determined that this acquisition may give rise to an Organizational Conflict of Interest (OCI). Accordingly, the attention of prospective Offerors is invited to FAR Subpart 9.5--Organizational Conflicts of Interest. The contracting officer will not award a contract until NASA determines any conflict or potential conflict of interest is reasonably resolved.

- (b) Description of potential conflict.

- (1) The nature of this conflict is the SMASS III will be closely aligned with the Government to provide SMA services which will be used to review, assess, inspect, and evaluate work performed by other engineering or services contracts in support of KSC Programs and Projects.

- (2) The Contracting Officer has determined that significant OCI's exist between the resulting SMASS III contract and the following contracts:

- (i) KSC Engineering Support Contract (ESC NNK11EA08C),
 - (ii) Test and Operations Support Contract (TOSC NNK13MA14C), and
 - (iii) SMASS III supported Commercial Launch Provider (CLP) contracts.

- (3) Based on the significant OCI's and the inability to mitigate them to acceptable levels, prime contractors of these contracts are ineligible to propose as a prime or subcontractor for SMASS III. A CLP, for OCI purposes, is defined as a prime contractor or subcontractor that designs, manufactures, assembles, and/or launches a launch vehicle or spacecraft.

- (4) The Contracting Officer has identified that other potential significant conflicts of interest

may exist with regard to subcontractors on the contracts identified in (b)(2) as well as other engineering, development, and production contracts at KSC and other NASA installations. These may include, but are not limited to, the Space Launch System (SLS) contracts, Orion Multipurpose Crew Vehicle (MPCV) contract, Expendable Launch Vehicle Integrated Support (ELVIS) contract, the Kennedy LX Services II (KLXS II) contract.

(c) Responsibility of Offeror.

(1) Mitigation Plan

- (i) Offerors shall provide an OCI Mitigation Plan as part of its proposal in Volume IV, Plans and Other Data. This plan shall address the Offeror's process for identifying conflicts or potential conflicts of interest throughout the contract performance period as well as the Offeror's specific mitigation of any existing conflicts of interest. The plan, as approved by the Contracting Officer, will be included in any resulting contract.
- (ii) The plan shall describe the processes or procedures for assuring compliance with contract clauses I.1 NFS 1852.237-72 Access to Sensitive Information, and H.7 Organizational Conflicts of Interest Mitigation Plan.
- (iii) The plan shall describe the approach to identifying, recognizing, analyzing, evaluating, resolving, and reporting potential OCI issues for the Offeror and its Subcontractors.
- (iv) The plan shall define company roles, responsibilities, and procedures for screening existing and new business opportunities for actual or potential OCIs.
- (v) The plan shall include identification of the individual responsible for oversight and administration of the plan.
- (vi) The plan shall include a description of and position of the business unit performing the contract effort within corporate structure.
- (vii) The plan shall include a clear statement of corporate commitment and compliance with plan.

(2) Assessment

- (i) Each Offeror (and its Subcontractors) shall assess and identify whether there is a conflict of interest involving contracts or subcontracts with NASA or other organizations. Actual or potential conflicts of interest and associated mitigations shall be included in the Offeror's OCI Mitigation Plan. The description of conflicts shall include the contract name, number, and type; period of performance;

Contracting Officer's name and contact information; any OCI clause included in the referenced contract; any specific prohibition delineated or directed by the referenced contract; and the types of services performed.

*"Teaming arrangement," means an arrangement in which (1) two or more companies form a partnership or joint venture to act as a potential prime contractor; or (2) a potential prime contractor agrees with one or more other companies to have them act as its Subcontractors under a specified Government contract or acquisition program.

** "Contractor" includes any division, subsidiary, or separate company owned wholly or in part or otherwise controlled by the Offeror and any of the Offeror's Subcontractors.

- (d) The Government, in its sole discretion, will determine whether an OCI exists and whether the OCI has been resolved. The OCI Mitigation Plan will not be evaluated as part of Mission Suitability. However, before being eligible to receive an award, the Offeror shall submit an acceptable OCI Mitigation Plan. The Government may communicate with any Offeror at any time during the evaluation process concerning the Offeror's OCI Mitigation Plan. Such communications, if necessary, will be considered to fall under FAR 15.306 (a) if award is being made without discussions. Before determining to withhold award based on conflict of interest considerations, the contracting officer will notify the offeror, provide the reasons therefor, and allow the offeror a reasonable opportunity to respond and provide a revised mitigation plan that is acceptable.
- (e) Representation. By submission of its offer, the Offeror represents, to the best of its knowledge and belief, that –
 - (1) There are no relevant facts that could give rise to an OCI, as defined in FAR Part 2; or
 - (2) The Offeror has disclosed known relevant information regarding any actual or potential conflicts of interest.
- (f) Notice.
 - (1) If the successful Offeror was aware, or should have been aware, of an actual or potential OCI before award of this contract and failed to fully disclose that conflict to the Contracting Officer, the Government may terminate the contract for default.
- (g) Waiver. The agency reserves the right to waive the requirements of FAR 9.5, in accordance with FAR 9.503.
- (h) Actions to reduce conflict. All Offerors shall comply with the limitations provided at clause H.2, Limitation of Future Contracting.

(End of provision)

L.16 Specific Proposal Preparation Instructions**A. Volume 1- Mission Suitability**

The Mission Suitability proposal shall be submitted in one volume and shall be divided into the following sections:

Subfactor A: Management Approach

Subfactor B: Technical Approach

The Mission Suitability proposal shall comprehensively explain how the Offeror proposes to comply with the requirements, as well as the techniques, procedures, and innovations the Offeror proposes to implement and the inherent risks associated with this contract. The Mission Suitability proposal shall provide a flexible approach to supporting evolving requirements and accommodating fluctuations in workload, while maximizing innovative solutions and continuous improvement.

Information provided in the Mission Suitability proposal must be clear, concise, factual, current, complete, and meet the requirements of the solicitation. The proposal shall contain sufficient detail to clearly and fully demonstrate the Offeror's understanding of the requirements and any inherent risks associated with this contract. The proposal shall contain a description of the approach to managing the inherent risks including the identification, analysis, tracking, and resolution of these risks. Where Subcontractors are proposed, the proposal shall clearly distinguish between the prime contractor and the Subcontractor work and responsibilities. The proposed responsibilities of the prime and Subcontractors, including associated rationale, shall be identified and integrated into each part of the proposal, as applicable.

Offerors shall include in the proposal any further discussion that they believe to be necessary or useful in demonstrating the Offeror's understanding and ability to perform the work under the contemplated contract. The proposal should not simply rephrase or restate the Government's requirements, but rather shall provide convincing rationale to address how the Offeror intends to meet these requirements. It is inadequate to simply state an understanding and willingness to comply with the PWS, or to paraphrase the PWS such as: "standard procedures will be employed to" and "well-known techniques will be used." Information should be precise, factual, detailed and complete. Offerors should not assume that the evaluation team is aware of company abilities, capabilities, plans, facilities, organization, or any other pertinent fact that is important to the accomplishment of the work as specified in the PWS. The evaluation will be based on the information presented in the written proposal. Information previously submitted, if any, will be considered only to the extent it is resubmitted. It should not be incorporated by reference.

The Sample Scenario (reference L.16.A(c)) responses shall demonstrate an understanding of the RFP requirements and consistency with the proposed approaches described in the Management and Technical Subfactors.

(a) Subfactor A - Management Approach

(1) Program Management:

- (i) The Offeror shall describe their management approach to integrating, prioritizing, managing, implementing, and tracking performance of contract requirements. The Offeror shall describe its approach to integrate, balance, and prioritize requirements of multiple Programs and multiple customers.
- (ii) The Offeror shall describe and justify their Program Management Office including management, key personnel, and any additional support staff deemed necessary to meet the requirements in this RFP. Note: The Government is requiring one “Analyst,” as identified in Attachment L-01, Level of Effort, to support the Offeror’s PMO with the financial analysis and reporting requirements identified in Section 2 of the PWS.
 - (A) The Offeror shall complete Attachment L-02, Labor Distribution and Mapping in accordance with Volume IV, Plans and Other Data.
 - (B) The Offeror shall complete Attachment L-03, Labor Classification and Qualification Crosswalk in accordance with Volume IV, Plans and Other Data.

(2) Key Personnel

- (i) The Offeror shall identify and describe key positions, by title, and provide rationale to describe how these proposed key positions contribute to the success of SMASS III. Clearly describe the function, responsibility, and authority for each key position. For all key positions, identify the recruitment approach that will be used to fill those positions if replacement is required during the term of the contract.
 - (A) Complete and include key positions in Attachment L-02, Labor Distribution and Mapping, in accordance with Volume IV, Plans and Other Data.
- (ii) The Offeror shall propose key personnel for each key position identified and describe why the personnel being proposed for these positions are qualified (education, background, and experience) and indicate the percentage of time each key person will devote to this position and the duration of time available to this contract. For each key person proposed, provide the following minimum information:
 - (A) Resume – Using the resume format specified in Attachment L-04, Key Personnel Resume Format, and submit in Volume IV, Plans and Other Data.
 - (B) Signed letters of commitment from all key personnel – Provide the Offeror’s certification that key personnel will be available at the

beginning of contract performance. The letters of commitment may be attached to resumes and will not be counted as part of the page limit specified in Section L.12. Letters of commitment are to be included in Volume IV, Plans and Other Data.

- (C) The Offeror shall state whether any of the key personnel identified in this proposal are being proposed as key personnel on any of the Offeror's other concurrent proposals.
- (D) Complete Attachment L-05, Key Personnel Minimum Qualifications Template, in accordance with Volume IV, Plans and Other Data.

(3) Organizational Structure and Corporate Resources:

- (i) The Offeror shall show the relationship and position between the Offeror's SMASS III business unit and the Offeror's overall corporate organizational structure, including all Subcontractors. Identify any available corporate resources, including personnel, facilities, or equipment which will be used to meet the requirements of this contract. Discuss the level of autonomy for the SMASS III Program Management Office and level of reporting and accountability to corporate. Discuss any applicable corporate policies or innovative approaches that provide operational efficiencies, productivity enhancements, and/or improved quality.
- (ii) The Offeror shall provide an organization chart(s), including Offeror and Subcontractor(s), clearly identifying internal and external lines of communication between the Program Management Office, key positions, contract workforce, Subcontractors, and KSC SMA Management. Additionally, the Offeror shall include a description of the organizational and geographic placement of authority to perform actions such as: negotiate contract modifications; release completed work and vouchers to the Government; reassign work in response to varying workloads; hire, dismiss, promote, and demote personnel; select, administer, assign work content, and terminate subcontracts; and provide training.

(4) Total Compensation Plan:

A Total Compensation Plan shall be submitted as part of Volume IV, Plans and Other Data.

- (i) The Offeror shall provide a Total Compensation Plan for the prime and each Subcontractor, individually. The Offeror shall fully describe the benefits for exempt employees in each of the Offeror's labor classification positions.
- (ii) The Offeror shall ensure that the Total Compensation Plan meets the requirements of FAR 52.222-46, Evaluation of Compensation for Professional Employees. Data such as salary ranges, fringe benefits, and leave programs shall be consistent with the data submitted in the Volume III, Cost.

- (iii) The Offeror shall describe the proposed work week hours and paid time-off policies including vacation, sick leave, holidays, and any other premium pay and incentive bonus anticipated in the plan. Discuss any use of uncompensated overtime, and how and when exempt employees will be compensated if they are required to work over 40 hours per week.
 - (iv) Describe any policies regarding recognition of seniority, salaries and fringe benefits for incumbent employees.
 - (v) Discuss the proposed fringe benefit policies and practices regarding health insurance coverage, the types of health insurance benefits offered, the company share of premium costs (including identification of the coverage amounts which meet the NFS 1852.228-75, Minimum Insurance Coverage), the effective date of coverage, and anticipated escalation of insurance costs. Describe the proposed policy assuming health insurance coverage for incumbent employees will be utilized, including handling pre-existing health conditions.
 - (vi) Discuss the proposed retirement/savings plans, including the company's contribution and information.
- (5) Phase-in Plan: The Government anticipates a phase-in period not exceeding 30 days prior to contract start to ensure full contract performance, including all applicable deliverables. This plan shall be submitted as part of Volume IV, Plans and Other Data.
- (i) The Offeror shall describe the proposed phase-in approach to maintain continuity of services for assuming responsibility for work on October 1, 2016, including a schedule showing each major step, critical tasks, prerequisites, and risks. Discuss how operational hand-over will be identified and tracked and identify the proposed phase-in management team and responsibilities. Discuss the proposed approach for interfacing with the incumbent contractor, KSC, and Subcontractors during phase-in.
 - (ii) The Offeror shall describe a plan for hiring, training and badging of incumbent and outside personnel. Identify a proposed incumbent capture rate as a percentage of the total workforce, a justification of this rate and the methods proposed to recruit and hire incumbents. Describe the plan to recruit the remainder of the required workforce, and identify, as a percentage of the total workforce, the degree to which initial staffing will be obtained from outside recruitment (other than incumbent workforce including both prime and Subcontractors), and internal labor resources (corporate or company-wide).

(b) Subfactor B- Technical Approach

The Offeror shall describe an overall technical approach that provides for flexible, effective,

and efficient implementation of the contract requirements in a multi-program and multi-customer environment. The Offeror shall demonstrate a clear technical understanding of the requirements of the RFP and describe any applicable strategies to accommodate for fluctuations in the level of support and skill mix changes planned in Option Years 1 through 3, as identified in Attachment L-01, Level of Effort, including how required skills will be retained or acquired to ensure continuity of service.

A set of Government Standard Labor Categories (SLC) is provided to Offerors in the Attachment J-03 which identifies the Government minimum labor classification requirements in terms of Labor category and associated qualifications and experience required under the resulting contract. A Level of Effort (LOE) has been developed and is included in Attachment L-01. The LOE is the Government's requirement of labor resources necessary to perform this effort.

(1) Staffing: The Offeror shall provide their approach to staffing which satisfies the requirements of the RFP by referencing, the Attachment J-01, PWS, Attachment L-01, Level of Effort, and Attachment J-03, Government Standard Labor Categories. The approach shall include:

- (i) A description of how the approach provides services in a multi-program environment. If proposing the use of other than full time personnel or cross-utilizations of skills, explain where such personnel are proposed and provide associated rationale to explain how this approach will meet the requirements of the associated areas of the PWS.
- (ii) Offeror shall complete Attachment L-02, Labor Distribution and Mapping, in accordance with Volume IV, Plans and Other Data, which shall be consistent with the Offeror's organizational structure, management approach, technical approach, and Cost.
- (iii) Offerors shall complete Attachment L-03, Labor Classifications and Qualifications Crosswalk, in accordance with Volume IV, Plans and Other Data.

(c) Sample Scenarios:

The Offeror shall demonstrate an ability to effectively perform the PWS requirements by responding to the sample scenarios below. Responses shall include discussion of the technical, management, and administrative skills to perform the required work and SMA disciplines that should be applied. Responses shall also include rationale for skills, approaches, and activities, provide adequate detail to demonstrate the Offeror's understanding of the requirements, and be consistent with the management and technical approaches proposed. Responses to the sample scenarios shall be limited to no more than 3 pages each.

- (i) RESERVED for Sample Scenarios

B. Volume II- Past Performance

The Offeror shall submit past performance information as prescribed below for the Offeror and for each major Subcontractor (i.e., members of a joint venture and/or proposed major Subcontractor(s) which is anticipated to perform over \$10 Million of the contract value for the entire period of performance) that is a part of the proposed team. The Offeror shall describe past performance on recent contracts (recent is defined as being performed or completed within the last three (3) years) similar in size, content, and complexity to requirements of this RFP. The Offeror shall specifically provide a discussion of the relevant contract technical requirements, any unique schedule requirements, cost performance, problems encountered and initiative in problem resolution, and overall performance. The Offeror may submit additional information at its discretion (within page limits) if it considers such information necessary to establish a record of relevant performance.

- (a) The Offeror shall request Past Performance Questionnaire, reference Attachment L-06, information on no more than three (3) previous or current contracts and no more than three (3) for each proposed major Subcontractor. For contracts where questionnaires have been requested, the Offeror shall include the information above and the items identified below in the past performance volume:
 - (1) The Offeror shall cite experience on the 3 recent contracts with special emphasis on the experience that is relevant to this effort.
 - (2) The Offeror shall describe how the respective contract is similar in size, content, and complexity to the SMASS III requirement. It is not sufficient to state that it is comparable in magnitude and scope. Rationale must be provided to demonstrate that it is comparable.
 - (3) The Offeror shall discuss its overall accomplishments and performance under the contracts described above. The discussion shall include any major technical problems and how they were overcome and whether any deliveries were not on time and the corrective actions taken.

The Offeror and major Subcontractors shall ensure that completed Past Performance Questionnaires contain some or all of the functions defined in the PWS. Include contracts, where possible, performed within the U.S., especially those where the work was similar or the same as the effort to be performed under this contract. Past performance questionnaires shall be sent to current and past customers for submission to the Contracting Officer. Completed questionnaires should be submitted by the current and past customers by the Past Performance volume due date. Instructions for completing the Past Performance Questionnaire Forms are contained on the form, reference Attachment L-06.

(b) In addition to the contracts identified in paragraph (a) above, Offerors shall provide a table depicting a list of their recent and relevant contracts, valued over \$5 million dollars, in the last three (3) years containing the following information:

- (1) Contract Title
- (2) Contract Number
- (3) Brief Description of Work
- (4) Period of Performance
- (5) Average Number of Employees on the contract per year
- (6) Type of Contract
- (7) Contract Value (original value, present and final value)
- (8) Method of acquisition (competitive or sole-source)
- (9) Identify any contracts where options were not exercised
- (10) Indicate if company was the prime or subcontract
- (11) Two (2) customer Points of Contact with current phone numbers
- (12) If terminated (for convenience or default), provide a discussion of the circumstances leading up to and the decision for the termination

In accordance with FAR 15.305(a)(2)(ii) the Offeror is authorized to provide information on problems encountered on the identified Contracts and the Offeror's corrective actions.

(c) The Offeror shall provide the following information on safety performance for the last 3 years:

- (1) A statement summarizing any OSHA citations of the Offeror's operations.
- (2) Copies of OSHA Form 300A, Summary of Work-Related Injuries and Illnesses, for comparable contracts for 2013, 2014, and 2015.
- (3) Safety performance experience, including worker compensation claims and Experience Modification Rates for 2013, 2014, and 2015.

The Offeror shall provide a statement and explanation of citations for environmental violations that were received as a result of the company's performance during the last 3 years. This should include violations that any customer received as a result of the Offeror's performance. Note: The OSHA forms are excluded from the Volume II, Past Performance, page limit.

C. Volume III- Cost Factor

Certified cost and pricing data is not required; however, supporting cost data other than certified

cost and pricing data is required per FAR 15.403-1(b). To ensure that the Government is able to perform a fair evaluation of the proposed cost, each Offeror is required to submit a cost proposal that is suitable for evaluation. A cost volume that is suitable for evaluation shall account for all resources necessary to complete requirements of this contract; be traceable to the technical/management proposal(s); explain in detail all pricing and estimating techniques; comply with applicable Federal Acquisition Regulation (FAR), NASA FAR Supplement (NFS), and governing statutory requirements; and include a narrative portion that explains all judgmental elements of cost projections and fee policies including any proposed team fee sharing arrangements. Disclose the basis of all projections, rates, ratios, percentages, and factors in sufficient detail to facilitate the evaluating board's understanding and ability to mathematically verify these estimating tools. Offerors are advised that NASA may, during discussions (if required) or as part of the Final Proposal revision process (if required), request additional pricing information.

Cost Templates: All formulas used in the workbooks shall be clearly visible in the individual cells and verifiable. Use of external links (source data not provided to NASA) of any kind is prohibited. The workbooks shall not contain any added macros or hidden cells as this may result in the Government being unable to fully evaluate the proposal. Each prime and major Subcontractor are required to submit their Excel cost templates and any other electronic cost data, including formulas, on CD-ROM. Offerors shall not lock/protect or secure using passwords. Offerors and major Subcontractors shall price their cost/price proposal utilizing Attachments L-01, Level of Effort, J-03, Government Standard Labor Categories, and the following Government-provided Excel cost pricing templates:

- (a) Attachment L-07 - BASIC COST TEMPLATES WORKBOOK (BCT)
- (b) Attachment L-08 - RATES & FACTORS TEMPLATES WORKBOOK (R&F)
- (c) Attachment L-09 - PHASE-IN TEMPLATES WORKBOOK (Phase-in)

The Offeror shall comply with the specific Cost Template Instructions provided in the 'Instruction' tabs within the above templates.

The Offeror shall ensure all labor classifications are consistent throughout all proposal volumes.

Major Subcontractor(s) – defined as any subcontract with a total proposed value (total of Base plus flex hours proposed cost) of \$10 million or greater - shall also use the pricing templates identified in Attachments L-07 & L-08 and provide cost information as required by the cost template instructions. The major Subcontractor's cost templates may be included in a double-sealed envelope with the prime's proposal or submitted directly to the Contracting Officer by the due date.

The Offeror shall not propose in a manner inconsistent with their accounting practices and/or Disclosure Statement. If a deviation is required, the Offeror shall provide a detailed explanation in the cost volume narrative as to what deviation(s) are being proposed and why these deviations are in the best interest of the Government. The Offeror shall use Attachment L-07, Basic Cost

Template, to identify minor (below \$10M) Subcontractor proposed resources. In cost BCT Template worksheet titled “Subcontractor Lists” the Offeror shall identify the name, contract type, size and whether or not the minor Subcontractor is a small business. The Offeror shall also complete BCT Template worksheet titled “Subcontractor by PWS and SubCon W-Fee summary” to capture the direct labor hours, fully burdened labor rates, overtime hours, overtime fully burdened labor rates and all non-labor costs being proposed for each minor Subcontractor.

Specific Instructions

The Cost Volume shall include a cover sheet that contains the information listed in FAR 15.408, Table 15-2, General Instructions. Offerors and major Subcontractors shall have a Federal Acquisition Regulations (FAR) compliant proposal available for DCMA or DCAA, to facilitate cost realism and rates & factors reviews. The Offeror shall also be responsive to DCMA request for all pre-award surveys (e.g., including financial capability).

Section 1- Estimating Methodology and Assumptions:

Standard Estimating System: The Offeror shall: Provide a summary description of the standard estimating system or methods used, including whether the Offeror’s cognizant Administrative Contracting Officer (ACO) has approved the Offeror’s estimating system(s). Include a copy of the last approved Disclosure Statement. Provide any known or currently cited estimating system deficiencies.

- (a) Assumptions: List all assumptions made to estimate costs associated with this proposal by PWS. Applicable assumptions shall also be included in the cost narrative and referenced in the basic cost template. If none, so state, in the cost narrative.
- (b) Use of Historical Experience: If cost estimates are based upon historical experience, identify the experience, explain how the experience relates to the current effort, including similarities and differences, and how cost data available from the experience was adapted to the current effort.

Section 2- Cost and Supporting Information

(a) Cost:

- (1) Cost Data: Attachment L-07, Basic Cost Template, Attachment L-08, Rates and Factors Template and Attachment L-09 Phase-In Template shall be used to capture proposed costs in the CLIN structure outlined in clause B.2, Supplies and/or Services to be Provided. The Offeror shall complete the cost templates showing proposed costs as follows:

- (i) CLIN 001 Base Year 1 and 2 (GFY 17 & GFY 18) (Basic Cost Template)
- (ii) CLIN 002 Option Year 1 (GFY 19) (Basic Cost Template)

- (iii) CLIN 003 Option Year 2 (GFY 20) (Basic Cost Template)
 - (iv) CLIN 004 Option Year 3 (GFY 21) (Basic Cost Template)
 - (v) Rates and Factors (R&F) (GFY 17 through GFY 21) (Rates & Factors Template)
- (2) Phase-In: Not to exceed 30 days prior to SMASS III start (separate FFP) (Phase-In Template): The cost forms are provided in MS –Excel workbooks referred to as Cost Templates:
- (i) The Basic Cost Template (BCT) includes worksheets (also referred to as forms) for CLIN 001 thru CLIN 004 (Base - GFY 17 & GFY 18 and three one year options GFY 19 through GFY 21)
 - (ii) Phase-In Template details all resources and cost the Offeror is proposing to use for Phase-in. Resources proposed shall match those identified in the Phase-In Plan.
 - (iii) The Rates and Factors (R&F) Template details rates and factors proposed for use in all other cost proposal workbooks (Cost templates).

The Offeror shall append the name of the MS-Excel workbooks to add Offeror (or Subcontractor) and CLIN identification.

- (3) Costs Not Subject to Fee: In accordance with clause B.3, Contract Value, the Offeror shall not apply fee on the non-labor costs provided in the RFP.

(b) Direct Labor:

- (1) Estimated Labor Hours: The Offeror shall propose all labor hours necessary to perform their proposed approach. Offerors shall provide direct labor classification (must be labor classification used in the Offeror's normal course of business, not the Government Labor Category), separately identifying the direct labor hours for each PWS element in accordance with Basic Cost Template worksheets provided in Attachment L-07, Basic Cost Template. The Offeror and major Subcontractor shall include all supporting documentation on the development of the direct labor rates by Offeror labor classification. All staffing proposed in the Cost Volume (labor classifications, labor hours and WYEs) shall match what is proposed in the Mission Suitability Volume (example: Staffing Plan, Labor Distribution and Mapping Template, Compensation Plan, as appropriate). The Offeror and Major Subcontractor(s) shall use Attachment L-01, Level of Effort (LOE), to propose LOE labor hours. The Offeror shall propose any additional Program Management Office (PMO) hours necessary to accomplish the Offeror's proposed approach. Offerors shall ensure labor hours proposed in the Cost Volume are consistent with those in their Mission Suitability proposed approach.
- (2) "Productive hours" are the total available hours for productive work in a year, excluding (minus) overtime and non-productive time (i.e., vacation, sick time, personal time and

holidays). Offeror and Major Subcontractor(s) shall propose their productive hours based on their standard accounting practices ensuring the company's policies for time off (holidays, vacation, sick, personal, jury, military or bereavement) are appropriately proposed.

- (3) A Work Year Equivalent (WYE) is a full time equivalent that is defined as follows:
The proposed productive hours needed to complete a given work requirement (including any job specific training), divided by the annual productive hours needed to comprise one average full time employee. A WYE may be comprised of one employee or several part time employees.
- (4) Labor Type: Identify all positions as subject to or exempt from the Service Contract Act (SCA) and/or any applicable Collective Bargaining Agreement (CBA). For employees covered by the SCA/CBA, job classification titles shall be according to the applicable CBA or local area wage determination (WD 05-2117).
- (5) Escalation Factors: Provide calculations and rationale on how escalation factors were developed in sufficient detail to allow analysis of the rates proposed for labor costs.
- (6) Uncompensated Overtime: As noted in FAR 37.115-2, use of uncompensated hours is not encouraged. If, however, the Offeror intends to use uncompensated overtime hours, they must be included in the estimated cost. For any uncompensated hours proposed, including Subcontractor hours, the Offeror shall identify in its proposal, by labor classification, the hours in excess of an average 40 hour week. This includes uncompensated overtime hours that are in the Offeror's indirect cost pools. The effective labor rate will be calculated based on the Offeror's proposed uncompensated overtime hours. Proposals which include unrealistically low effective labor rates or which do not otherwise demonstrate cost realism will be adjusted to determine the most probable cost. The Offeror shall include with the proposal a copy of its policy addressing uncompensated overtime, including a description of the timekeeping and accounting systems used to record all hours worked by FLSA-exempt employees and the historical basis for the uncompensated overtime hours proposed.

Section 3- Other Information

(a) Subcontractors:

- (1) Offerors shall provide in the Cost Volume an analysis of all proposed subcontract costs in accordance with FAR 15.404-3(b) showing in detail that the prime conducted appropriate cost or price analyses to establish the reasonableness of proposed subcontract prices. Offeror's analysis of the Subcontractor's proposal shall be provided in the cost narrative or as an attachment to the cost narrative. The analysis shall be in sufficient detail to allow the Government to understand how reasonableness was determined. Offerors shall identify all adjustments made to the Subcontractor(s)'s proposed costs and rationale on why the adjustments were made.

- (2) The Offeror shall use Attachment L-07, Basic Cost Template, worksheets “Subcontractor List” and “Subcontractor by PWS and SubCon W-Fee Summary”, to identify minor Subcontractor proposed labor and non-labor resources to be proposed, as appropriate.
- (b) **Financial Capability Disclosure (Responsibility):** The Offeror shall be responsive to DCMA request for all pre-award surveys (e.g., including financial capability) as required by FAR 9.104-1(a).
- (c) **Fee:** Provide a description of the fee rate proposed for the core Cost Plus Fixed Fee (CPFF) effort (CLINS 0001- 0004) and for the flex-hours. The base for computation of fee shall not include any Other Cost Elements (OCE) (travel, training or other direct costs, with the exception of Subcontractor labor). If a fee sharing pool arrangement is proposed (prime and Subcontractor(s)), include a detailed discussion of the arrangement and the distribution of fee. Include discussion of how the proposed fee percentage rate was derived and why it is reasonable for the type of effort. If a team fee arrangement is proposed, the Subcontractor(s) proposed total cost would not include fee and all fee would be included in the prime fee.
- (d) **Phase-In Period:** Ensure that the cost proposal is consistent with the activities described in the proposed phase-in approach. The cost and staffing levels shall be presented in Attachment L-09, Phase-In Template. Provide detailed data supporting the development of the proposed costs (for the Offeror and Subcontractor(s)). Phase-in price, if any, shall include all costs incurred prior to full assumption of the PWS. These costs shall include those required to secure the initial staff, equipment, and other resources and shall reflect the cost associated with staffing build-up to full assumption of contract responsibility.
- (e) **Non-Proposed Costs:** The ODC (travel and Training) non-proposed cost values are pre-populated in the Basic Cost Template, ‘ODC’ tab. Non-proposed cost value is \$1,110,000 if base and all three (3) option periods are exercised. The Offeror shall not change the non-proposed cost values shown.
- (f) **Flex-Hours:** The Offeror shall propose the following flex-hours using Attachment L-07 Basic Cost Template (BCT), Flex-Hours worksheet. The Offeror shall use their labor classifications and map into the Government’s Labor Categories. The pricing of the flex-hours below will determine the flex-hour labor cost used for proposal evaluation and fee determination purposes. The actual skills required during contract execution may vary.

	Base Period Year 1	Base Period Year 2	Option 1 Year 3	Option 2 Year 4	Option 3 Year 5
SMA Engineer 1	1,680	3,360	3,245	3,245	2,735
SMA Engineer 2	1,440	2,880	4,056	4,056	3,419
SMA Engineer 3	4,080	8,160	12,981	12,981	10,940
SMA Engineer 4	3,480	6,960	11,764	11,764	9,914
SMA Engineer 5	480	960	1,623	1,623	1,368
Analyst	240	480	811	811	684
Specialist 1	480	960	4,736	4,736	1,368
Specialist 2	2,640	5,280	26,048	26,048	8,204

Specialist 3	480	960	4,736	4,736	1,368
Total Hours	15,000	30,000	70,000	70,000	40,000

(g) DCAA and DCMA Cognizant Contact Data (Prime and Major Subcontractors):

- (1) Provide name, address, phone number, and email for the cognizant DCAA and Defense Contract Management Agency (DCMA) representative. This information will be used to coordinate with DCAA and DCMA to expedite rates and factor evaluations, pre-award system audits and financial capability evaluations.
- (2) Provide DCAA/DCMA audits, agreements and date completed for: Forward Price Rate Agreement (FPRA), Cost Accounting Standards; Billing System Audit(s), Estimating System Audit(s);), Government Property Audit(s), Compensation Audit, Purchasing System Audit(s), and Forward Pricing Rate Recommendation(s), Cost Accounting Standards (CAS), Disclosure statement(s), and other types of audits which have been completed.
- (3) For accounting system audits and adequacy determination, provide all documentation supporting your compliance with FAR 16.301-3 (3).

Section 4- Cost Template Instructions

- (a) The Offeror (Prime and Major Subcontractors) shall complete the cost templates using the instructions provided in the first tab of the worksheets. The Offeror shall not delete tabs or worksheets within the cost templates; however the Offerors may modify or add any data or worksheets deemed necessary to ensure that the cost template captures all costs being proposed and to ensure consistency with their accounting practices.
 - (1) The Cost Template consists of the following input tabs (worksheets): Union, Labor Classifications, LC Conversions, Fee & OH Determination, Subcontractor Lists, Subcontractor by PWS, SubCon W-Fee Summary, Direct Labor Rate Base Year, Rates and Factors, PWS 2.0, 3.0, 4.1 thru 4.7 and flex hours.
 - (2) All other tabs (worksheets) are populated based on the data input in the tabs (worksheets) listed in subparagraph (1) above. These are used to summarize and display proposed data in different ways for the convenience of the Offeror and the Government.
- (b) Rates and Factors Template
 - (1) The Rates and Factors (R&F) Template includes detail worksheets for the development of Fringe Benefit, Overhead, and General & Administrative (G&A) rates. This workbook is not linked to the Basic Cost Template or the Phase-In Template and rates must be manually carried to those workbooks, as appropriate. The Offeror shall provide the prior three (3) years of historical rate data unless a current Government approved Forward Price and Rate Agreement (FPRA) is available. The Offeror shall provide all

calculations, assumptions, and supporting documentation the Offeror (or major Subcontractor) used to develop their proposed indirect rates.

- (2) Labor Fringe Rate Form. The Labor Fringe worksheet is for development of labor fringe benefit rate that apply to straight-time and over-time labor. These rates are also required to be carried to the “Rates & Factors Summary” worksheet in the Basic Cost Template (BCT). Offeror shall identify burdens and indirect labor expense pools by each FY. Identify base to which the pool will be applied.
- (3) Overhead Rate Pool. The Overhead rate pool worksheet is for the development of overhead expense pool rate. This worksheet and the associated Overhead Labor and Overhead Base worksheets (discussed below) form a three worksheet group for the overhead rate. The Offeror shall input applicable data under appropriate categories related to overhead. The Offeror shall ensure this overhead rate base of application in the cost template is correct for the Offeror’s approach.
- (4) Overhead Labor. The Overhead labor worksheet shall be completed in the appropriate 3 worksheet group, as discussed in the Overhead Rate Pool above. The Offeror shall identify appropriate labor by occupational/position title. If a labor burden percentage (cells D8, H8, etc.) other than the fringe rate identified on the fringe worksheet is used, the Offeror shall provide a basis of estimate on how this fringe rate was computed.
- (5) Overhead Base. The Overhead base worksheet shall be completed in the appropriate 3 worksheet group, as discussed in the Overhead Rate Pool above. The Offeror shall enter a Description / Account Names / Cost Elements of items contained in the Overhead Proposed Base and appropriate amounts by FY. Offerors are advised to include the proposed SMASS III dollars in the appropriate base years.
- (6) G&A Rate. The General and Administrative (G&A) worksheet shall be completed in a 2 worksheet group, with the appropriate G&A Rate Base form, discussed below. The Offeror shall identify burdens and indirect G&A expense pools by each FY.
- (7) G&A Rate Base. The Offeror shall list what comprises the G&A base for the 2 worksheet group. Offerors are advised to include the proposed SMASS III dollars in the appropriate base years.
- (8) The R&F Template includes tabs/worksheets titled Other Rate Pool, Other Rate Labor, and Other Rate Base. These are for any additional rates the Offeror wants to propose based on their accounting practices. This three worksheet group can be duplicated and used as many times as necessary to accurately capture the Offeror’s proposal methodology.
- (9) Offeror Fiscal Year. The Offeror shall input the month its FY begins.

- (10) Rates and Factor Summary. The Offeror shall provide indirect (i.e., labor Fringe Benefit, Overhead, and General & Administrative) rates, as applicable and appropriate, by GFY. The Offeror shall identify any other applicable rates here and describe their application in the cost narrative. The rates calculated by Offeror Fiscal Year (OFY) will require manual conversion, if any, to GFY and these rates carried as appropriate to worksheets in the BCT.
- (11) Protection. This form contains a macro that allows for the protecting and un-protecting of all worksheets at once

(End of provision)

D. Volume IV- Plans and Other Data

The purpose of this volume is to provide to the Government the Offeror's required plans and other data. Each item listed below should be separately tabbed, clearly indicating the content. The information contained within the plans and other data will be evaluated within the applicable mission suitability subfactor. The Offeror shall include the following items in this volume:

- (a) Key Personnel Resumes: 4 page maximum per resume, utilizing the format contained in Attachment L-04, Key Personnel Resume Format. Reference Section L.16.A(a)(2)(ii)(A).
- (b) Signed Letters of Commitment from Key Personnel. Reference Section L.16.A(a)(2)(ii)(B).
- (c) Total Compensation Plan:
 - (1) The Offeror shall provide a total compensation plan for the prime and Subcontractor. Reference Section L.16.A(a)(4).
- (d) Phase-in Plan: Offerors are to submit the information provided in Section L.16.A(a)(5)
- (e) Labor Distribution and Mapping Template, Attachment L-02: Reference Section L.16.A(b)(1)(iii). This template is to assist the government in understanding the Offeror's approach to staffing the LOE requirements and distribution of labor categories among the PWS sections, Programs, and the Offerors proposed organization.
 - (1) The Offeror shall complete the template consistent with the Offeror's management and technical approaches, organizational structure and Cost Volume.
 - (2) For PMO personnel and Key Personnel, the Offeror shall include the labor category information and associated labor hours in Attachment L-02, Labor Distribution and Mapping Template.
 - (i) The labor hours identified in Attachment L-01, Level of Effort, may not be inclusive of all PMO positions or Key Personnel. In such cases, the Government will increase the level of effort hours identified in Clause B.2, Level of Effort Hours based upon each Offeror's proposed PMO and Key Personnel staffing.

- (f) Labor Classification and Qualification Crosswalk, Attachment L-03. This crosswalk is to assist the Government in understanding the appropriateness of the mapping of the Offeror's labor classifications to the Government Standard Labor Categories. This crosswalk will be incorporated into the resulting contract under Attachment J-04, Labor Classification and Qualifications Crosswalk.
 - (1) The Offeror shall complete this crosswalk to map the Offeror's labor classifications with minimum education, experience and skills to the Government Standard Labor Categories, listed in Attachment J-03, Government Standard Labor Categories.
 - (2) For PMO personnel, other than Key Personnel, the Offeror shall include the Offeror's labor classification title, minimum education, experience, and skills. The labor classifications proposed for PMO may or may not map into a Government SLC.
- (g) Key Position Minimum Qualifications Template, Attachment L-05. This template will assist the government in understanding the minimum qualifications associated with the Offeror's proposed Key Positions. This template will be incorporated into the resulting contract under Attachment J-05, Key Position Minimum Qualifications. For each Key Position proposed, the Offeror shall complete the template to include the respective labor category title, minimum education and experience, skills, and description.
- (h) Organizational Conflicts of Interest: Reference Section L.15 Organizational Conflicts of Interest Mitigation Plan.

E. Volume V- Model Contract

The purpose of this volume is to provide information to the Government for preparing the contract document and supporting file. Volume V, Model Contract, will be reviewed for completeness, accuracy and consistency with the proposal but will not be separately scored and evaluated. All clauses requiring additional data from the Offeror shall be completed in this volume. Any discrepancies between fill-ins and the Model Contract will default to the information provided in the Model Contract. The Government reserves the right to insert information provided in fill-ins into the Model Contract. The Model Contract must be signed by an authorized person, and all amendments must be acknowledged, for the proposal to be considered for award. Failure to provide a complete and correct Model Contract may result in elimination from the evaluation process.

The Offeror shall submit a Model Contract consisting of the following:

- (a) Two original signed copies of completed SF33, Solicitation Offer, and Award, with solicitation Sections B through K, signed by an authorized representative of the Offeror. Offerors shall completed blocks 12 through 18 of the SF33 and shall provide for a minimum offer acceptance period of 270 calendar days in Block 12.
- (b) Two copies of page 1 of all amendments issues, with an original signature of an authorized representative of the Offeror. Offerors must acknowledge receipt of all solicitation

amendments. The original signature requirement only applies if amendment receipts are not acknowledged on the signed SF33 submitted.

- (c) Completion of Section K representations and certifications on-line at the System for Award Management (SAM) database in accordance with FAR Provision 52.204-8, Annual Representations and Certifications (May 2014), incorporated in full text in Section K of this solicitation. A completed copy of the representations and certifications must be provided in the model contract.
- (d) Registration in the SAM database per FAR 4.1102(a).

(End of provision)

L.17 List of Attachments Section L

Attachment Number	Attachment Title
L-01	Level of Effort
L-02	Labor Distribution and Mapping Template
L-03	Labor Classification and Qualification Crosswalk
L-04	Key Personnel Resume Format
L-05	Key Position Minimum Qualifications Template
L-06	Past Performance Questionnaire
L-07	Basic Cost Template
L-08	Rates and Factors Template
L-09	Phase-In Template

(End of provision)
[END OF SECTION]

SECTION M. EVALUATION FACTORS FOR AWARD**M.1 Evaluation and Source Selection – General**

- (a) Source Selection: This competitive negotiated acquisition will be conducted in accordance with Federal Acquisition Regulations (FAR) 15.3, "Source Selection," and NASA FAR Supplement (NFS) 1815.3, same subject. The Source Evaluation Board procedures at NFS 1815.370, "NASA formal source selection" apply.

The attention of Offerors is particularly directed to NFS 1815.305, "Proposal evaluation" and to NFS 1815.305-70, "Identification of unacceptable proposals."

A trade-off process, as described at FAR 15.101-1, will be used in making source selection.

- (b) Evaluation Factors and Subfactors: The evaluation factors are Mission Suitability, Cost, and Past Performance. These factors, as described at NFS 1815.304-70, will be used to evaluate each proposal. Section M provides a further description for each evaluation factor, inclusive of subfactors. Only the Mission Suitability factor is numerically weighted and scored.
- (c) Relative Order of Importance of Evaluation Factors: Mission Suitability and Past Performance when combined are approximately equal to Cost. Cost is more important than Mission Suitability which is more important than Past Performance.
- (d) The Model Contract: The model contract shall be in complete agreement with the proposal. However, if the data included in the model contract disagrees with the data in the proposal volumes then the model contract will be considered as having precedence over the data included in the proposal volumes.
- (e) Discussions: In accordance with FAR 52.215-1, the Government intends to evaluate proposals and award a contract without discussion with Offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

(End of provision)

M.2 FAR 52.217-5 Evaluation of Options (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

M.3 Factor 1: Mission Suitability

The Mission Suitability evaluation will consider how well the Offeror's proposed approach and associated risks demonstrates an overall understanding of the contract requirements and the adequacy of the Offeror's proposed approach to meet the requirements. The Mission Suitability evaluation will consider if the resources proposed are consistent with the proposed efforts and accomplishments associated with each subfactor or whether they are overstated or understated for the effort to be accomplished as described by the Offeror and evaluated by the Government. Offerors are advised that a lack of resource realism may adversely affect their Mission Suitability scores, and result in probable cost adjustments under the Cost factor.

The Mission Suitability factor will be evaluated using two subfactors, shown below. The Government will evaluate proposals and assign an adjectival rating in accordance with NFS 1815.305.

A. Weights and Scoring

The Mission Suitability sub-factors will be evaluated using the adjectival rating, definitions and percentile ranges at NFS 1815.305(a)(3)(A). In accordance with NFS 1815.304-70(b)(1), the Mission Suitability factor will be weighed and scored on a 1000 point scale. The weights (points) associated with each Mission Suitability subfactor is as follows:

Mission Suitability Subfactors	Points
Subfactor A - Management Approach	600
Subfactor B - Technical Approach	400
Total	1000

(a) Subfactor A: Management Approach:

This subfactor will be used to evaluate the Offeror's approach to management and organizational structure, key personnel, phase-in, business management, and compensation. The proposal will be evaluated on the following:

(1) Program Management: The Offeror's proposed management approach, strategies, policies, procedures and implementation of contract requirements will be evaluated for reasonableness, effectiveness, and the ability to satisfy the requirements of the contract.

(2) Key Personnel:

(i) The Offeror's rationale for the classification of key positions and why the proposed positions contribute to the success of the SMASS III will be evaluated for appropriateness. The responsibilities, qualifications, and authorities of each key personnel, and the key organizational elements, will be evaluated. The feasibility of the recruitment approach used to fill key

positions if replacement of key personnel is required will be evaluated for appropriateness.

(ii) Key personnel will be evaluated with respect to:

- (A) Key personnel resumes and their appropriateness for the identified position, as well as the rationale for designating these key positions;
- (B) Proposed key personnel will be assessed for their level of commitment to this Contract and the effectiveness of their full time or part time status;

(3) Organizational Structure and Corporate Resources:

- (i) The relationship and position between the Offeror's SMASS III business unit and the Offeror's corporate organizational structure, including all Subcontractors, will be evaluated with respect to level of autonomy; level of recurring reporting and accountability to corporate; corporate policies that may offer operational efficiencies, productivity enhancements, and/or improved quality; and any available corporate resources, personnel, facilities, or equipment proposed to meet the requirements of this contract.
- (ii) An evaluation will be made of the overall effectiveness and efficiency of the Offeror's organizational structure and lines of communication, including Program Management Office, Subcontractors, contract workforce, key positions, NASA KSC contract management, and KSC SMA Management. The identification of the organizational and geographic placement of authority to perform actions such as: negotiate contract modifications; release completed work and vouchers to the Government; reassign work in response to varying workloads; hire, dismiss, promote, and demote personnel; select, administer, and terminate subcontracts; and provide training will be evaluated for effective and efficient management of contract administration.

(4) Total Compensation Plan:

- (i) The Offeror's Total Compensation Plan for all positions proposed will be evaluated in accordance with FAR 52.222-46, Evaluation of Compensation for Professional Employees and for the feasibility and effectiveness in retaining, recruiting qualified personnel, and capturing incumbent personnel as it relates to compensation.

- (5) Phase-in: The phase-in approach and identified risks will be evaluated to ensure requirements can be met for initiating full contract performance on October 1, 2016. The Offeror's Phase-in Plan will be evaluated for effective, efficient, and timely implementation and that the contract requirements can be met without any disruption in services at contract start.

- (6) Sample Scenarios: The Offeror's responses and comprehensive solutions to the sample scenarios in Section L.16.A(c) will be evaluated for understanding of RFP requirements and consistency with the proposed Management approach.

(b) Subfactor B- Technical Approach:

The Government will evaluate the extent to which the proposal demonstrates a thorough and comprehensive understanding of the RFP requirements.

The Offeror's overall technical approach will be evaluated for feasibility and the ability to provide flexible, effective, and efficient implementation of the RFP requirements in a multi-program and multi-customer environment. The Government will evaluate applicable strategies, innovations, resource synergies, priorities, policies, and procedures for feasibility and effectiveness in supporting the PWS requirements and fluctuations in the workload and skill mix as identified in Attachment L-02, Level of Effort.

- (1) Staffing: The Offeror's staffing approach, including their Labor Distribution and Mapping (Attachment L-02) and Labor Classifications and Qualifications Crosswalk (Attachment L-03), will be evaluated for its ability to provide effective staffing levels, flexibility, and responsiveness in managing workload fluctuations and its ability to meet the RFP requirements and the appropriateness of the Offeror's mapping of labor classifications and qualifications to the Government's SLCs (Attachment J-03).

(2) Sample Scenarios:

The Offeror's responses and comprehensive solutions to the sample scenarios in Section L.16.A(c) will be evaluated for understanding of RFP requirements and consistency with the proposed Technical approach.

(End of provision)

M.4 Factor 2: Past Performance

The past performance evaluation will be conducted in accordance with FAR 15.305(a)(2) and NFS 1815.305(a)(2). The Offeror and proposed major Subcontractors (as defined in L.16.B) recent and relevant performance of work similar in size, content, and complexity to the requirements of this solicitation will be evaluated. The Government will evaluate the Offeror's technical, schedule, and cost/price performance, as well as the Offeror's experience in safety and health. The evaluation will consider the Offeror's inputs and responses from references. The Government may supplement the information contained in the proposal with information obtained from Government organizations and personnel, commercial sources, public information sources, and, if applicable, data gathered during the discussion phase of the evaluation. The currency and relevance of the information, source of the information, context of the data, and general trends in Contractor's performance shall be considered. Only contracts which are being performed or completed

in the past 3 years will be considered recent. The Government will evaluate past performance and assign level of confidence ratings as defined in NFS 1815.305(a)(2). The past performance evaluation is an assessment of the Government's confidence in the Offeror's ability to perform the solicitation requirements.

In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror will receive a Neutral rating, as the Offeror may not be evaluated favorably or unfavorably on past performance.

(End of provision)

M.5 Factor 3: Cost

The cost factor will not be weighted or scored. The government will perform a cost analysis and a cost realism analysis on each proposal to evaluate the realism and reasonableness of the proposed costs in accordance with FAR 15.404. For the probable cost adjustment, the proposed fee dollars will not be adjusted. Offerors should refer to NFS 1815.305 for NASA specific instructions on probable cost and cost realism. Both the cost analysis and cost realism analysis will be used to determine the most probable cost to the Government for each proposal including ensuring the proposal costs are realistic for the work to be performed, reflect a clear understanding of the requirements, and are consistent with the various elements of the offeror's proposal. Offerors are advised that a lack of resource realism may adversely affect the Mission Suitability scores and result in probable cost adjustments under the cost factor.

For purposes of source selection, the total proposed cost and evaluated cost will be considered. The total evaluated cost consists of the Phase-In Price, the Probable Cost for the Base- Period (including non-proposed cost) and Options (CLINs 0002-0004), and the cost for all LOE Flex hours.

(End of provision)

[END OF SECTION]